

The Gazette



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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 1st May 1954 :—

Issue No.	No. and date	Issued by	Subject
97	S. R. O. 1367, dated the 26th April 1954.	Delimitation Commission, India.	Proposals in respect of the distribution of the seats allotted to the State of Andhra in the House of the People and the seats assigned to the Legislative Assembly of that State.
98	S. R. O. 1368, dated the 26th April 1954.	Ministry of Food and Agriculture.	Fixation of the ex-factory price of sugar produced in 1953-54 crushing season in partial modification of the notification S. R. O. 816, dated the 9th March 1954.
99	S. R. O. 1369, dated the 26th April 1954.	Delimitation Commission, India.	Proposals in respect of the distribution of the seats allotted to the State of Madras in the House of the People and the seats assigned to the Legislative Assembly of that State.
100	S. R. O. 1370, dated the 27th April 1954.	Ministry of Information and Broadcasting.	The Central Government rescinds the notification No. S. R. O. 1151, dated the 7th April 1954.
101	S. R. O. 1371, dated the 27th April 1954.	Ministry of Finance (Revenue Division).	Amendments made in the Central Excise Rules, 1944.
	S. R. O. 1372, dated the 27th April 1954.	Ditto.	By rule 96J of the Central Excise Rules, 1944, the rate shall be Rupees Twenty-two and annas eight per per powerloom employed in the manufacture of Rayon or artificial silk fabrics.

Issue No.	No. and date	Issued by	Subject
	S. R. O. 1373, dated the 27th April 1954.	Ministry of Finance (Revenue Division)	The Central Government rescinds the notifications Nos. 9, 10 and 11, dated the 23rd March 1954 and No. 19, dated the 10th April 1954.
102	S. R. O. 1448, dated the 1st May 1954.	Ministry of Finance	The provisions of the Post Office National Savings Certificates Ordinance, 1944 shall apply to the Ten Year National Plan Certificates which will be issued from the 10th May 1954.
	S. R. O. 1449, dated the 1st May 1954.	Ditto.	The Post Office National Savings Certificates Rules, 1944 shall be applicable to the new issue of Ten Year National Plan Certificates with certain modifications.
103	S. R. O. 1450, dated the 1st May 1954.	Election Commission, India.	Publication of names and addresses of candidates and election agents in respect of elections to the House of the People or the Council of States.
	S. R. O. 1451, dated the 1st May 1954.	Ditto.	Publication of names and addresses of candidates and election agents in respect of election to the Legislative Assembly of the State of Ajmer.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes

PART II—Section 3

Statutory Rules and Orders Issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF LAW

New Delhi, the 3rd May 1954

S.R.O. 1454.—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Law No. S.R.O. 215, dated the 9th February, 1952, relating to the execution of contracts and assurances of property in the exercise of the executive powers of the Union, namely:—

In the said notification:—

(1) In Part I for the words "Parliament Secretariat" the words "Secretariat of either House of Parliament" shall be substituted and for the words "*Ministry of Defence*" the words "*advances granted to the members of the Armed Forces*" shall be substituted.

(2) In item 3 of Part XIII, for entry (iv), the following entry shall be substituted, namely:—

“(iv) All contracts relating to the commercial distribution of Films Division's films in foreign countries; by the Chief Producer (documentaries), Films Division, Bombay, or by the Head of the Indian Information Services or the Head of the Chancery in the Indian Mission in the country in which the distributors are incorporated.”

(3) For Part XVII, the following Part shall be substituted, namely:—

“XVII.—In the case of the Ministry of Railways (subject to any limits fixed in Departmental orders):—

A.-1. All instruments relating to purchase or hire, supply and conveyance of materials, stores, machinery plant, telephone lines and connections, coal etc.; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Operating Superintendents, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Regional Traffic Superintendents, Divisional/District Commercial Superintendents, Divisional Superintendents, Superintendents of Works, Executive Engineers, Divisional/District Engineers, Colliery Superintendents, Chief Electrical Engineers, Deputy Chief Electrical Engineers, Chief Mechanical Engineers, Regional Mechanical Engineers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Track Supply Officers, Controllers of Stores, Deputy Controllers of Stores, District Controllers of Stores or Assistant Controllers of Stores, attached to the Offices of the Controllers of Stores, Controllers of Grainshops or Town Engineers, of Indian Railways, Sleeper Control Officers of the Eastern Group, or the Chief Mining Engineer with the Railway Board or the Works Manager, Tatanagar.

2. All instruments relating to the execution of works of all kinds connected with railways, open or under construction; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Engineer-in-Charge (Construction), Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional, District Commercial Superintendents, Divisional Superintendents, Superintendents of Works, Executive Engineers, Divisional/District Engineers, Sub-Divisional Officers, Colliery Superintendents, Chief Electrical Engineers, Deputy Chief Electrical Engineers, Chief Mechanical Engineers, Regional Mechanical Engineers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Track Supply Officers, Controllers of Stores, Deputy Controllers of Stores, District Controllers of Stores, or Town Engineers, of Indian Railways, or the Chief Mining Engineer with the Railway Board or the Works Manager, Tatanagar.

3. Security bonds for the due performance and completion of works; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Regional Traffic Superintendents, Divisional/District Commercial Superintendents, Divisional Superintendents, Superintendents of Works, Executive Engineers, Divisional/District Engineers, Colliery Superintendents, Chief Electrical Engineers, Deputy Chief Electrical Engineers, Chief Mechanical Engineers, Deputy Chief Mechanical Engineers, Regional Mechanical Engineers, District/Divisional Mechanical Engineers, Works Managers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Track Supply Officers, Controllers of Stores, Deputy Controllers of Stores, District Controllers of Stores, or Town Engineers, of Indian Railways, or the Chief Mining Engineer with the Railway Board.

4. Instruments relating to contracts for the transport of passengers, goods and coaching traffic by transport agents for the sale of tickets by tourist or other agents authorised by Railways, or for working ferries and ferry steamers in connection with the working of Railways and contracts connected with loading and unloading, stacking and delivery of goods and parcels and of Railway stores and material including loco coal or for other matters necessary for or incidental to Railway working; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Engineers, Engineers-in-Chief, Deputy Chief Engineers, Regional Engineers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Chief Operating Superintendents, Deputy Chief Operating Superintendents, Chief Commercial Superintendents, Deputy Chief

Commercial Superintendents, Regional Traffic Superintendents, Divisional/District Commercial Superintendents, Chief Mechanical Engineers, District/Divisional Mechanical Engineers, Chief Electrical Engineers, Deputy Chief Electrical Engineers, Track Supply Officers, Controllers of Stores, Deputy Controllers of Stores, District Controllers of Stores, Colliery Superintendents, Divisional Operating Superintendents, Divisional Superintendents, or Town Engineers, of Indian Railways, or the Chief Mining Engineer with the Railway Board.

5. Instruments connected with the collection or farming of tolls at bridges or ferries or other means of communication provided by the Railway; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Regional Engineers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Regional Traffic Superintendents, Divisional Superintendents, Superintendents of Works, Executive Engineers, Colliery Superintendents, District Engineers or Divisional Engineers, of Indian Railways.

6. Leases of houses, land or other immovable property, provided that the rent reserved shall not exceed Rs. 5,000 a month (Leases of small branch lines of Railways are excluded from this item); by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Commercial Superintendents, Regional Traffic Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Chief Operating Superintendents, Divisional Superintendents, District Traffic Superintendents, Superintendents of Works, Superintendents of Way and Works, Executive Engineers, Divisional Engineers, District Engineers, Colliery Superintendents, Coal Manager, Eastern Railway, Chief Mechanical Engineers or Town Engineers, of Indian Railways, the Chief Mining Engineer with the Railway Board, the President Colony Committee, Golden Rock or the Station Executive Officer, Kharagpur.

7. Agreements or leases with outsiders for grazing cattle, for fishing in railway tanks, for cultivation of water-nuts or for irrigation, and instruments relating to the sale of grass, trees or other products on railway land; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Deputy Chief Engineers, Regional Engineers, District Engineers, Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Regional Traffic Superintendents, Divisional Superintendents, Superintendents of Works, Superintendents of Way and Works, Executive Engineers, Colliery Superintendents, Coal Manager, Eastern Railway, Divisional Engineers, or Town Engineers, of Indian Railways, or the Chief Mining Engineer with the Railway Board or the Station Executive Officer, Kharagpur.

8. Agreements for licenses to outsiders for laying pipe lines or for building wharves, or for crossing Railway land and track by means of overhead transmission lines or underground cables, or for stocking stones, coal, firewood, etc. on Railway land or for erecting bulk oil depots, etc. in connection with the working of traffic carried on Railways; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Commercial Superintendents, Regional Traffic Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Chief Operating Superintendents, Goods Superintendents, Divisional Traffic Superintendents, Divisional Superintendents, District Traffic Superintendents, Chief Mechanical Engineers, Superintendents of Works, Executive Engineers, Colliery Superintendents, Divisional Engineers, District Engineers, or Town Engineers, of Indian Railways.

9. Contracts connected with the sale of scrap, ashes and stores; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Engineers-in-Chief, Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Electrical Engineers, Deputy Chief Electrical Engineers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Chief Operating Superintendents, Regional Traffic Superintendents, Chief Mechanical Engineers, Regional Mechanical Engineers, Divisional Superintendents, Divisional/District Engineers, Controllers of Stores, Deputy Controllers of Stores, District Controllers of Stores, or Town Engineers, of Indian Railways or the Chief Mining Engineer with the Railway Board.

10. (a) Agreements including Running Power Agreements for the interchange of traffic with Railways other than Indian Railways; and

(b) agreements with private or guaranteed Railway Companies, Tramway Companies and other carrying companies; by General Managers or Regional Engineers of Indian Railways.

11. Agreements with Covenanted Inspectors, Engine-drivers, Foremen and other mechanics on the expiry of the term of their original covenants; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Operating Superintendents, Regional Traffic Superintendents, Chief Engineers, Chief Mechanical Engineers, Deputy Chief Engineers, Regional Engineers, Bridge Superintendents, Mechanical Workshops, Divisional Superintendents or District/Divisional Electrical Engineers, of Indian Railways.

12. Agreements with monthly non-pensionable subordinate employees on Indian Railways defining the terms and conditions of service to be entered into on entering the service of Government including agreement for apprentice drivers and other apprentices in the subordinate service; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Divisional Superintendents, Superintendents, Watch and Ward Department, Superintendents of Works, Executive Engineers, District/Divisional Signal and Telecommunication Engineers, Divisional Engineers, Works Managers, Assistant Works Managers, Signals, Deputy Chief Engineers, Regional Engineers, Chief Operating Superintendents, Regional Traffic Superintendents, District Traffic Superintendents, Assistant Traffic Superintendents, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Chief Mechanical Engineers, Deputy Chief Mechanical Engineers, Regional Mechanical Engineers, Chief Electrical Engineers, Chief Signal and Telecommunication Engineers, District Electrical Engineers, Assistant Electrical Engineers, Printing Superintendents, Controllers of Stores, Deputy Controllers of Stores, District Controllers of Stores, Track Supply Officers, Colliery Superintendents, Divisional Personnel Officers, Assistant Personnel Officers, Superintendents, Staff, Bridge Engineers, Financial Advisers and Chief Accounts Officers, Deputy Chief Accounts Officers, Divisional Accounts Officers, Workshops Accounts Officers, Stores Accounts Officers or Statistical Officers, Divisional/District Personnel Officers, District Engineers, Assistant Engineers, District Mechanical Engineers, Divisional Mechanical Engineers, Assistant Mechanical Engineers, Chief Medical Officers, District/Divisional Medical Officers, Divisional Operating Superintendents, Assistant Operating Superintendents, Assistant Signal and Telecommunication Engineers, Assistant Controllers of Stores, Senior Accounts Officers, Junior Accounts Officers or Assistant Accounts Officers, of Indian Railways, Marine Superintendent, Mandapam, or the Superintendent, Railway Training School, Bina.

13. Service agreements of non-gazetted officers; by the Chief Mining Engineer with the Railway Board.

14. Service agreements of Student Engineers and Overseers; by Chief Engineers of Indian Railways.

15. Security bonds for the due performance of their duties by Government servants whom the officers specified below have powers to appoint; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries or Assistant Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Regional Engineers, Divisional Superintendents, Superintendents, Watch and Ward Department, Superintendents of Works, Executive Engineers, Divisional/District Engineers, Deputy Chief Mechanical Engineers, Regional Mechanical Engineers, Works Managers, Bridge Engineers, Chief Operating Superintendents, Regional Traffic Superintendents, Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Chief Mechanical Engineers, Chief Electrical Engineers, Chief Signal and Telecommunication Engineers, Colliery Superintendents, Financial Advisers and Chief Accounts Officers, Controllers of Stores, Deputy Controllers of Stores or District Controllers of Stores, of Indian Railways, or the Chief Mining Engineer with the Railway Board.

16. Instruments relating to advances for the purchase of motor cars or advances from the State Railway Provident Fund for the purpose of building a house; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Regional Traffic Superintendents, Chief Operating Superintendents, Chief Commercial Superintendents, Chief Mechanical Engineers, Deputy Chief Mechanical Engineers, Regional Mechanical Engineers, Chief Electrical Engineers, Deputy

Chief Engineers, Regional Engineers, Bridge Engineers, Divisional/District Engineers, Controllers of Stores, Deputy Controllers of Stores, Divisional Superintendents, Superintendents, Watch and Ward Department, or Financial Advisers and Chief Accounts Officers, of Indian Railways, or the Chief Mining Engineer with the Railway Board.

17. All instruments connected with the reconveyance of property given as security; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Assistant General Managers, Assistant Deputy General Managers, Secretaries to General Managers, Engineers-in-Chief, Chief Engineers, Bridge Engineers, Chief Signal and Telecommunication Engineers, Chief Operating Superintendents, Chief Mechanical Engineers, Chief Electrical Engineers, Controllers of Stores, Deputy Controllers of Stores, Financial Advisers and Chief Accounts Officers, Deputy Chief Accounts Officers, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Regional Traffic Superintendents, Divisional Superintendents, Superintendents, Watch and Ward Department, Superintendents of Works, Executive Engineers, Colliery Superintendents or Divisional/District Engineers, of Indian Railways, or the Chief Mining Engineer with the Railway Board.

18. Agreements relating to the supply of electrical power, electricity or water to railways by agencies other than Railways themselves; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Operating Superintendents, Regional Traffic Superintendents, Chief Engineers, Chief Mechanical Engineers, Regional Mechanical Engineers, Chief Electrical Engineers or Divisional Superintendents, of Indian Railways.

19. Agreements relating to the supply of electricity or water by Railways to outsiders; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Engineers, Deputy Chief Engineers, Regional Engineers, Divisional/District Engineers, Divisional Superintendents, Chief Electrical Engineers or Deputy Chief Electrical Engineers, of Indian Railways.

20. Agreements for construction of, or relating to, the use of assisted and private sidings for collieries, mills or other industrial concerns; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Engineers, Deputy Chief Engineers, Regional Engineers, Chief Operating Superintendents, Regional Traffic Superintendents, Deputy Chief Operating Superintendents, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents or Divisional Superintendents, of Indian Railways.

21. Agreements for the driving of galleries under and for underground support to railway property and lines including assisted sidings or for the provision of loading accommodation at existing sidings (railway or assisted); by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Operating Superintendents, Regional Traffic Superintendents, or Deputy Chief Operating Superintendents, of Indian Railways.

22. Agreements relating to refreshment rooms, dining cars, book stalls and curiosity stalls, refreshment and foodstuff contractors and vendors; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Operating Superintendents, Regional Traffic Superintendents, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents, Divisional Superintendents, District Traffic Superintendents, Chief Engineers, Controllers of Stores, Town Engineers or Personnel Officers, of Indian Railways, the President Colony Committee, Golden Rock, or the Superintendent, Railway Training School, Bina.

23. Advertising and publicity contracts; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents, and Rates Superintendents, Chief Operating Superintendents, Publicity Officers or Town Engineers, of Indian Railways.

24. Agreements for the collection of terminal tax, pilgrim tax or other taxes and duties for and on behalf of local authorities; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Operating Superintendents or Divisional Superintendents, of Indian Railways.

25. Contracts for the hiring of films or the provision of studio facilities; by Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Divisional/District Commercial Superintendents or Publicity Officers, of Indian Railways.

26. Agreements relating to the supply of electric power to collieries adjacent to Railway Collieries; by the Chief Mining Engineer with the Railway Board.

27. Major contracts for the purchase of wooden sleepers and timber of all descriptions exceeding Rs. 5 lakhs but not exceeding Rs. 10 lakhs in value; by the Administrator of the Eastern Group Sleeper Pool, the Administrator of the Northern Group Sleeper Pool or the Administrator of the Southern Group Sleeper Pool.

28. Major contracts for the purchase of wooden sleepers and timber of all descriptions exceeding Rs. 50,000 but not exceeding Rs. 5 lakhs in value; by the President of the Eastern Group Sleeper Pool, the President of the Northern Group Sleeper Pool or the President of the Southern Group Sleeper Pool.

29. Minor contracts for the purchase of wooden sleepers and timber of all descriptions not exceeding Rs. 50,000 in value; by Sleeper Control Officers of the Eastern Group, Sleeper Control Officers of the Northern Group or Sleeper Control Officers of the Southern Group.

30. Execution of deeds of transfer of shares and other securities held by the Governor-General before the 26th January, 1950 and the President on or after that date on account of investments out of the Revenue Reserve Fund Investment Account and endorsement of dividend warrants relating to such shares and securities; by the Financial Adviser and Chief Accounts Officer, Eastern Railway.

31. Instruments relating to sale of immovable property (lands and buildings); by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Engineers, Deputy Chief Engineers, Regional Engineers, Engineers-in-Chief, Superintendents of Works, Divisional Superintendents, Divisional or District Engineers, of Indian Railways or the Chief Mining Engineer with the Railway Board.

32. Agreements with auctioneers for conducting sales by public auction of unclaimed and excess goods and lost property; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Operating Superintendents, Deputy Chief Operating Superintendents, Chief Commercial Superintendents, Deputy Chief Commercial Superintendents, Regional Traffic Superintendents, or Town Engineers, of Indian Railways.

33. Deeds of conveyance relating to the transfer of land owned by State Governments for Railway purposes; by General Managers, Senior Deputy General Managers, Deputy General Managers (Personnel), Chief Engineers, Deputy Chief Engineers, Regional Engineers, Engineers-in-Chief, Superintendents of Works, Divisional Superintendents, Divisional or District Engineers, or Town Engineers, of Indian Railways, or the Chief Mining Engineer with the Railway Board.

34. Contracts for the supply of labour, carts etc., but excluding structural work, in connection with conservancy service, washing hospital linen or diet requirements of hospitals; by Chief Medical Officer, District Medical Officer, Divisional Medical Officer or Workshop Medical Officer or Town Engineer.

35. Contracts not exceeding Rs. 500 for the supply of labour, carts etc., but excluding structural works, in connection with conservancy service or washing hospital linen; by Assistant District Medical Officers.

36. All deeds and instruments relating to Railway matters other than those specified above; by a Director, Joint Director, Deputy Director or Assistant Director in the Railway Board.

B.—In the case of Ports:—

Contracts and other instruments relating to the Scheme for the development of the Vizagapatam Port and matters concerning its ordinary administration and working—

1. All contracts, deeds and instruments not exceeding Rupees ten lakhs in value relating to the execution of works connected with Vizagapatam Port; by the General Manager, Eastern Railway or the Conservator, Vizagapatam Port.

2. All contracts, deeds, and instruments not exceeding Rupees One lakh in value relating to the execution of works connected with Vizagapatam Port; by the Port Administrative Officer, Vizagapatam Port.

3. All contracts, deeds and instruments not exceeding Rs. 25,000 in value or the execution of works chargeable to Capital or Depreciation Fund and Rs. 5,000 in the case of works chargeable to the Revenue Fund of the Port; by the Port Engineer, Vizagapatam Port.

4. Leases of Harbour land, storage sheds, godowns and other buildings and renewals of such leases provided the rent reserved shall not exceed Rs. 5,000 a month and the period does not exceed twenty-five years; *by the General Manager, Eastern Railway or the Conservator, Vizagapatam Port.*

5. Leases of Harbour land, storage sheds, godowns and other buildings and renewal of such leases provided that the period of each lease or each separate renewal does not exceed five years and that the rent reserved shall not exceed Rs. 2,000 a month; *by the Port Administrative Officer, Vizagapatam Port.*

6. All contracts for the handling of goods and merchandise not exceeding Rupees five lakhs in value; *by the General Manager, Eastern Railway or the Conservator, Vizagapatam Port.*

7. All contracts for the handling of goods and merchandise not exceeding Rupees one lakh in value; *by the Port Administrative Officer, Vizagapatam Port.*

8. All agreements relating to the salvage of vessels in distress and cargo therein; *by the Port Administrative Officer or the Deputy Conservator, Vizagapatam Port.*

9. All security bonds, agreements or leases for grazing cattle, fishing in Harbour waters, licenses, Service agreements with non-gazetted staff; *by the Port Administrative Officer, Vizagapatam Port.*

10. All contracts, deeds and instruments not hereinbefore specified; *by a Director, Joint Director, Deputy Director, or Assistant Director in the Railway Board."*

(4) For Part XXXIV, the following Part shall be substituted, namely:—

"XXXIV.—Notwithstanding anything hereinbefore contained, any contract or assurance of property relating to any matter whatsoever may be executed by the Secretary or the Additional Secretary or a Joint Secretary or where there is no Additional Secretary or a Joint Secretary, a Deputy Secretary to the Central Government in the appropriate Ministry and in the case of the Secretariat of either House of Parliament by the Secretary of that House and in the case of the Union Public Service Commission by the Secretary of the Commission."

[No. F.32-III/52-L.]

B. N. LOKUR, Dy. Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 2nd May 1954

S.R.O. 1455.—In exercise of powers conferred by the proviso to article 309 of the Constitution, read with article 313 and 372 thereof and para. 19 of the Adaptation of Laws Order, 1950, the President hereby directs that the following further amendments shall be made in rules published with the notification of the Government of India in the late Home Department, No. F.9-19/30-Ests., dated the 27th February, 1932, namely:—

In the schedule to the said Rules under the heading "Finance Department", for existing entries under the sub-headings "Income-tax Department", and

(a) "B—Ministerial Posts"

(e) Steno Typists

(b) "C—Record Clerks, Record Sorters and Senior Record Sorters"

(c) "D—Daftries, Jamadars, Notice Servers, Daftarbands, Havaldars, Naiks, Peons, Durwans, Watchmen, Hamals etc."

The following entries shall be respectively substituted namely:—

(a) (ii)	In Commissioner's Offices	Commissioner of Income-tax.	Income-tax officer (Headquarters) Commissioner of Income-tax	(i) Commissioner & of (v) Income-tax. Central Board of Revenue- All
(b) (i)	In Commissioner's Offices	Income-tax Office (Headquarters or where there is no such officer, an Inspecting Assistant Commissioner	Income-tax Officer (Headquarters) or where there is no such officer, an Inspecting Assistant Commissioner	All Commissioner of Income-tax
(c) (i)	In Commissioner's Offices	Income-tax officer (Headquarters) or where there is no such officer, an Inspecting Assistant Commissioner.	Income-tax officer (Headquarters) or where there is no such officer, an Inspecting Assistant Commissioner	All Commissioner of Income-tax

[No. 7/3/54-Ests.]

S. P. MAHNA, Under Secy.

MINISTRY OF STATES

New Delhi-2, the 29th April, 1954

S.R.O. 1436.—In exercise of the powers conferred by the proviso in column 3, against Entry 3 (a) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, and in supersession of the notification of the Government of India in the Ministry of States No. S.R.O. 1760, dated the 16th September 1953, the Central Government hereby directs that the exemption enjoyed by the Rulers of Vasavad, named in the Schedule hereto annexed, shall be valid only in respect of one revolver or pistol, one rifle, two breech loading guns and one M. L. gun.

SCHEDULE

1. Desai Shri Ramnikshankar Labhshankar.
2. Desai Shri Prabhshankar Rajaram.
3. Desai Shri Kantilal Jesukhlal.
4. Desai Shri Bapubhai Sarabhai.
5. Desai Shri Ganeshbhai Keshavlal.
6. Desai Shri Hariprasad Shivprasad.
7. Desai Shri Markandrai Kaniyalal.
8. Desai Shri Pragatshanker Phulshanker.
9. Desai Shri Kamleshanker Gulabshanker.
10. Desai Shri Shantishanker Gulabshanker.
11. Desai Shri Jasvantraai Gulabshanker.
12. Desai Shri Kardamlal Jesukhlal.
13. Desai Shri Vainkunthlal Sevalal.
14. Desai Shri Sunderlal Nanalal.
15. Desai Shri Chunilal Nanalal.
16. Desai Shri Virpratap Balabhai.
17. Desai Shri Shivkumar Balabhai.
18. Desai Shri Pratapchandra Balabhai.
19. Desai Shri Nayinchandra Valabhai.

20. Desai Shri Ishavershanker Karunashanker.
21. Desai Shri Vishnuprasad Karsanji.
22. Desai Shri Jayandraprasad Motishanker.
23. Desai Shri Ramashanker Phulshanker.
24. Desai Shri Umiyashanker Manshanker.
25. Desai Shri Dhairyashanker Shambhuprasad.
26. Desai Shri Deviprasad Durgashanker.
27. Desai Shri Induprasad Bhavanishanker.
28. Desai Shri Nrusinhprasad Mayashanker.

[No. 47-D.]

S.R.O. 1457.—The Central Government hereby notifies that Maharajkumar Shri Chandrabhanusinhji and Maharajkumar Shri Rasik Kumarsinhji, sons of His Highness the Maharana Raj Sahib of Wankaner, have been nominated by the said Ruler, for the purposes of Entry 2(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951.

This Ministry's notification No. S.R.O. 1742, dated the 16th September 1953, is hereby cancelled.

[No. 48-D.]

K. RAJA RAM, Under Secy.

MINISTRY OF FINANCE

New Delhi, the 27th April, 1954

S.R.O. 1458.—In exercise of the powers conferred by the proviso to article 309 read with articles 313 and 372 of the Constitution, and paragraph 19 of the Adaptation of Laws Order, 1950, the President hereby directs that the following further amendments shall be made in the Civil Regulations, namely:—

In the list of services and appointments in article 349 A(1) relating to the Indian Posts and Telegraphs Department, for the entry "Accounts Officer, Telephone Revenue Stores and Workshops, Alipore and Accounts Officer, Telephone Revenue Accounting Office, Delhi", the entry "Accounts Officers (and Administrative Officers included in the cadre of Accounts Officers) belonging to the General Central Services, Class II, in the Posts and Telegraphs Department" shall be substituted.

[No. F.7(27)-EV/54.]

C. B. GULATI, Dy. Secy.

Department of Economic Affairs

New Delhi, the 29th April 1954

S.R.O. 1459.—In exercise of the powers conferred by section 28 of the Public Debt Act, 1944 (XVIII of 1944), the Central Government hereby directs that the following further amendments shall be made in the Public Debt Rules, 1946, the same having been previously published as required by sub-section (1) of the said section, namely:—

In the said Rules—

1. In rules 12 and 13 for the words "six years" wherever they occur the words "three years" shall be substituted.

2. In rule 18—

(a) in sub-rule (1), for the word "half-yearly", the word "quarterly", and for the words "January and July", the words "January, April, July and October", shall be substituted;

(b) in sub-rule (2), for the words "in every succeeding list until the expiration of six years from the date of first publication", the words "in each of the succeeding lists published in the months of January and July or soon thereafter until the expiration of the period prescribed for the issue of duplicates", shall be substituted.

[No. F.8(70)-B/52.]

K. SRINIVASAN, Under Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)**ORDER****STAMPS**

New Delhi, the 4th May, 1954

S.R.O. 1460.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (II of 1899), the Central Government hereby remits the stamp duty chargeable on the lease deed to be executed in favour of the Apostolic Internunciature in India in respect of a plot of 3.777 acres of land at the northern end of the Central vista in Chanakya Puri.

M. A. RANGASWAMY, Under Secy.

CENTRAL EXCISES

New Delhi, the 4th May, 1954

S.R.O. 1461.—In exercise of the powers conferred by sub-rule (1) of rule 8 of the Central Excise Rules, 1944, the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 20-Central Excises, dated the 27th April, 1954, namely:—

In the said notification, for the words "E-I" and "E-II" wherever they occur, the words "E-II" and "E-III" respectively shall be substituted.

[No. 24.]

S.R.O. 1462.—In exercise of the powers conferred by Section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In rule 96K of the said rules—

(i) The existing provisions shall be renumbered as sub-rule "(1)"; and

(ii) After sub-rule (1) as so renumbered, the following sub-rule shall be inserted, namely—

"(2) Such manufacturer shall—

(a) at the end of each day, enter in the remarks column of the Daily Stock Account in Form R.G.—1 maintained by him under rule 53, the maximum number of powerlooms employed by him on that day for the production of Rayon or Artificial Silk Fabrics;

(b) append to his monthly return in Form R.T.-3 made under rule 54, a duly signed statement showing the maximum number of powerlooms employed for such production on each day during the month to which such return relates."

[No. 25.]

CUSTOMS

New Delhi, the 4th May 1954

S.R.O. 1463.—In exercise of the powers conferred by Section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 66-Customs, dated the 27th December 1952, namely:—

In the said notification for the words "peons" the words "sepoys" shall be substituted.

[No. 43.]

CENTRAL EXCISES

New Delhi, the 8th May 1954

S.R.O. 1464.—In exercise of the powers conferred by rule 8 of the Central Excise Rules, 1944, the Central Government hereby directs that the following amendment

shall be made in the notification of the Government of India, in the Ministry of Finance (Revenue Division), No. 13-Central Excises, dated the 10th April 1954, namely:—

In the said notification, for clause (i) of the first proviso, the following clause shall be substituted, namely:—

“(i) the tobacco pertains to the crop harvested during the season of 1952-53 or during earlier seasons;”

[No. 26.]

W. SALDANHA, Dy. Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 5th May 1954

S.R.O. 1465.—In exercise of the powers conferred by sub-section (3) of section 1 of the Indian Power Alcohol Act, 1948 (XXII of 1948), the Central Government hereby specifies the 15th day of May 1954, as the date on which the said Act shall come into force in each of the areas in the States of Punjab, Patiala and East Punjab States Union and Himachal Pradesh, specified in the schedule annexed hereto.

SCHEDULE

	Name of the area	Tehsil	District	State
1.	Kalka	Kharar	Ambala	Punjab
2.		DISTRICT OF SIMLA		Punjab.
3.	Dhatampur	Kanadghat	Patiala	Patiala and East Punjab States Union.
4.	Kandaghat	Kandaghat	Patiala	Patiala and East Punjab States Union.
5.	Solan.	Solan	Mahasu	Himachal Pradesh.
6.	Charabra	Theog	Mahasu	Himachal Pradesh

[No. Ind.(B).33(1)/54.]

K. N. SHENOY, Under Secy.

New Delhi, the 8th May 1954

S.R.O. 1466.—In exercise of the powers conferred by sub-clause (i) of clause 5 of the Cotton Textiles (Export Control) Order, 1949, the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the late Ministry of Commerce No. 67-CW(25A)/48, dated the 28th March, 1949, namely:—

In the said Notification,—

(i) in paragraph 5, the following proviso shall be added, namely:—

“(v) Provided further that if any cloth or yarn is processed in accordance with this paragraph by a hand processor the markings prescribed in items (ii) and (v) of sub-paragraph (i) of paragraph 2 and in items (ii) and (viii) of sub-paragraph (i) of paragraph 3 need not be made by the said processor after processing the cloth or yarn.”

(ii) In item (z) of paragraph 6 the words “stamped with the processors text-mark and distinguishing number together with any sub-number” shall be omitted.

[No. 46(34)-CT(A)/52-20]

S. A. TECKCHANDANI, Under Secy.

CORRIGENDUM

New Delhi, the 8th May 1954

S.R.O. 1467.—In clause (a) of the Order of the Government of India in the Ministry of Commerce and Industry No. S.R.O. 2317 dated the 17th December, 1953, published at Page 3537 of the *Gazette of India* Part II—Section 3 dated the 18th December, 1953,

For "5. Shri P. L. Kumar,
22, Pusa Road, New Delhi"
Read "5. Shri P. L. Kumar,
C/o Messrs. Amalgamations Ltd.,
202, Mount Road, Madras-2"

[No. 5(5)/IA(G)/52.]

R. N. KAPUR, Under Secy.

MERCHANDISE MARKS.

New Delhi, the 8th May 1954

S.R.O. 1468.—In exercise of the powers conferred by sub-section (1) of section 12A of the Indian Merchandise Marks Act, 1889 (IV of 1889), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Commerce and Industry, No. S.R.O. 440, dated the 31st March 1951, the same having been previously published as required by sub-section (4) of the said section.

In Part I of the Schedule to the said notification, for the words 'On the goods themselves' in column 3 against item No. 7 relating to 'Fents', the words 'On the bundles, containers or coverings' shall be substituted.

2. This amendment shall come into force on and from August 15, 1954.

[No. 3(22)TM&P(MM)/53.]

J. N. DUTTA, Dy Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

New Delhi, the 28th April 1954

S.R.O. 1469.—In exercise of the powers conferred by Section 3 of the Agricultural Produce (Grading & Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following amendments in the Bristles Grading & Marking Rules, 1950, the same having been previously published as required by the said Section:—

In the said rules:—

(a) in rule 5—

(i) in clause (ii) for the words and brackets "Soft, Deshi (Semi-stiff Stiff)", the words "Soft, semi-stiff, stiff" shall be substituted,

(ii) in clause (iii), the words "and country of origin" shall be omitted, and

(iii) in clause (iv), the words "and place of packing" shall be omitted;

(b) for rule 6, the following rule shall be substituted, namely:—

"6. *Method of packing:*

(i) Bristles of the same grade designation shall be tied in bundles. A bundle (other than of shorts and riflings) shall not be more than 2 inches in diameter.

(ii) The net contents of each case of bristles of all grade designations shall be 20 lbs. or more, in multiple of 5 lbs., subject to a maximum of 100 lbs.

- (iii) Bristles of different grade designations of 5 inches or below shall be packed in separate cases.
- (iv) Bristles of different grade designations of over 5 inches can be packed in one case provided that—
 - (a) the quantity of bristles of a particular grade designation shall be in multiples of 5 lbs. and
 - (b) Bristles of each grade designation shall be packed in distinct layers.
- (v) If black and grey bristles are packed in the same case, the quantity of bristles of each of these two colours shall be in multiples of 5 lbs. and these shall be packed in distinct layers.
- (vi) The container of packing shall be a wooden case, which shall be clean and dry. Card board cartons and tin or aluminium cases can also be used for packing bristles, for transit by air freight.
- (vii) The wooden cases and other containers shall be lined with water-proof paper and shall contain sufficient quantity of insecticide such as D.D.T. or naphthaline balls.
- (viii) Each case shall be securely strapped and sealed."
- (c) In schedules I to IX.
- (4) (a) after 2½ inches in column 1 and corresponding entries in columns 2 and 3 the following shall be added:—

'2 inches	Ditto	2 inches.'
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- (b) in the last entry under column 3 for the words and figures "less than 2½ inches" the words and figures "less than 2 inches" shall be substituted;
- (c) for the words "Deshi" under "Semi-stiff/stiff" shall be substituted, wherever it occurs;
- (d) in the foot notes marked ** for the figures and words 6½ inches and over 4½ inches and 4½ inches to 4½ inches, wherever occurring the words and figures 4½ inches and over and 4½ inches to 2 inches respectively shall be substituted;
- (e) in the foot notes marked † for the words and figures 6½ inches and over to 4 inches, 3½ inches to 2½ inches and 2½ inches, the words and figures 4 inches and over, 3½ inches to 2½ inches and 2 inches shall be substituted respectively.

[No. F.14-85/53-Dte.II.]

K. C. CHETTY, Under Secy.

New Delhi, the 30th April 1954

S.R.O. 1470.—In pursuance of the provisions of sub-section (f) of section 4 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), the Government of West Bengal have nominated Shri M. C. Banerjee, Saktigarh, District Burdwan, to be a member of the Indian Central Oilseeds Committee, with effect from 1st April, 1954.

[No. F. 6-3/54-Com. I.]

S.R.O. 1471.—In pursuance of the provisions of sub-section (e) of section 4 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), the Government of West Bengal have re-nominated the Director of Agriculture, West Bengal, Writers Buildings, Calcutta, to be a member of the Indian Central Oilseeds Committee, with effect from 1st April, 1954.

[No. 6-2/54-Com. I.]

New Delhi, the 3rd May 1954

S.R.O. 1472.—The following draft of a further amendment in the Indian Oilseeds Committee Provident Fund Rules, 1949, which it is proposed to make in exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), is published as required by sub-section (1) of the said section for the information of persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 1st June, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

In the said Rules in clause (b) of rule 18 the following words shall be added at the end, namely:—

“or if he resigns his employment with the permission of the Committee to take up service with the Central or State Government, or a Committee constituted in relation to a commodity other than oilseeds”.

[No. F.5-24/54-Com-I]

CORRIGENDA

New Delhi, the 30th April, 1954

S.R.O. 1473.—In this Ministry Notification No. F.6-8/54-Com. I, dated the 10th March, 1954, read “Shri G. U. Rao” for “Shri G. V. Rao”.

[No. F.6-8/54-Com.I]

New Delhi, the 4th May 1954

S.R.O. 1474.—For ‘Shri C. T. Thomas’ appearing in this Ministry notification of even number dated the 12th April, 1954, read ‘Shri C. Thomas’.

[No. F.1-12/54-Com.II.]

F. C. GERA, Under Secy.

New Delhi, the 1st May 1954

S.R.O. 1475.—In exercise of the powers conferred by clause 11 of the Sugar and Gur Control Order, 1950, the Central Government hereby directs that the powers conferred on it under clause 7(ii) of the said order shall also be exercisable by the Assistant Directors in the office of the Vegetable Oil Products Controller for India.

[No. SV-105(3)/51-III.]

P. A. GOPALAKRISHNAN, Jt. Secy.

MINISTRY OF HEALTH

New Delhi, the 1st May 1954

S.R.O. 1476.—It is hereby notified for general information that in pursuance of the provisions of sub-section (2) of section 10 and section 15 of the Indian Nursing Council Act, 1947 (XLVIII of 1947), the Indian Nursing Council has declared that the following qualification shall be a recognised qualification for the purpose of the said Act only when granted after the 9th December, 1953:—

Diploma in Tuberculosis Nursing granted by the Tuberculosis Association of India.

[No. F.2-3/53-Med.]

BABU RAM, Under Secy.

MINISTRY OF REHABILITATION

ORDER

New Delhi, the 20th April 1954

S.R.O. 1477.—In exercise of the power conferred by sub-section (1) of section 19 of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951), the Central Government hereby orders that all cases in respect of composite properties

situated in the districts of Sangrur (excluding sub-divisions Barnala and Malerkotla) District Mahindragarh and Tehsil Mansa of District Bhatinda pending before Shri Baldev Singh, Competent Officer Sangrur shall stand transferred to Shri Om Prakash, Competent Officer, Patiala.

[No. 52(8)/52-Prop.]

P. G. ZACHARIAH, Dy. Secy.

REGISTRAR JOINT STOCK COMPANIES

Madras, the 14th April 1954

In the matter of the Indian Companies Act, 1913, and The Continental Imports & Exports (India) Limited.

NOTICE PURSUANT TO SECTION 247(3).

S.R.O. 1478.—Whereas communications addressed to The Continental Imports & Exports (India) Limited are returned undelivered by post office;

And whereas it appears accordingly that the Continental Imports & Exports (India) Limited is not carrying on business or is not in operation.

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the Register and the said company will be dissolved.

Madras, the 15th April 1954.

In the matter of the Indian Companies Act, 1913, and The Chiranjeevi Funds Limited.

NOTICE PURSUANT TO SECTION 247(3).

S.R.O. 1479.—Whereas communications addressed to the Chiranjeevi Funds Limited are returned undelivered by post office;

And whereas it appears accordingly that the Chiranjeevi Funds Limited is not carrying on business or is not in operation;

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the Register and the said company will be dissolved.

(Sd.) K. GOPAUL,
Asstt. Registrar,

Joint Stock Companies, Madras City.

DESTRUCTION OF RECORDS

Cuddapah, the 15th April 1954.

S.R.O. 1480.—Notice is hereby given that pursuant to the rules framed under the Destruction of Records Act, 1917 (Act XXI of 1917) the document and correspondence relating to the undermentioned company registered under Indian Companies Act 1913 (Act VII of 1913) which were dissolved five years previous to the date of this notice [G. O. No. 1785, Home (Judicial), dated 27th July 1920] will be destroyed after three months from the date of publication of this notice.

Serial Number.

Name of Company.

Date of registration.

Act under which registered.

Objects.

Situation of registered Office.

1 of 1930-40

The Indira Devi Film Limited.

8th July 1939.

Indian Companies 1913 (Act VII of 1913)

Hotels Theatres, Entertainments, manufacturing films.

14/996 Gunta Bazaar Nagarajuper,

Cuddapa.

Names of the last directors.—

- (1) V. Hanumantha Naidu, Nandalur Post.
- (2) P. Dharmanaidu, Patur, Nandalur P. O.
- (3) Byreddi Ranga Reddy, Peddamudiam Jammalamadugu P. O.
- (4) Sontam Obula Reddy, Obulampalle, Chennur Post.

Assistant Registrar's Office,

(Sd.) S. SANKARANARAYANA PATNAIK,

Asstt. Registrar of
Joint Stock Companies, Cuddapah.

Nellore, the 19th April 1954.

NOTICE PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and Lakshmi Mica Company Limited.

S.R.O. 1481.—Whereas the company has not replied to any of this office letters dated the 15th February 1954 and 19th March 1954 addressed to the company viz., "The Lakshmi Mica Co. Ltd.," at its registered office whether the company is carrying on any business or in operation.

And whereas it appears accordingly that the company "The Lakshmi Mica Co. Ltd." is not carrying on any business or in operation, notice is hereby given pursuant to section 247(3) of the Indian Companies Act 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

Nellore, the 21st April 1954

In the High Court of Judicature, Madras.

In the matter of the Indian Companies Act 1913 and of the Suvarnalatha Pictures Ltd.

S.R.O. 1482.—By an order made by the High Court of Judicature at Madras in the above matter dated the 10th September 1953, on the petition of Sri Gomedhikam Ramalingam, Perisetla Audiseshaiyah and Padala Subbarayudu in O. P. No. 314 of 1952, it was ordered that the said company be wound up by court under the provisions of the Indian Companies Act 1913.

Office of the Asstt. Registrar of Joint Stock Companies.

M. CHELAPATHI RAO NAIDU,

Asstt. Registrar
Joint Stock Companies, Nellore.

Bangalore, the 20th April 1954

NOTICE UNDER SECTION 247(3) INDIAN COMPANIES ACT.

In the matter of Mysore Sarvajana Vardhini Co. Ltd.

S.R.O. 1483.—In pursuance of Section 247(1) and (2) of the Indian Companies Act, VII of 1913, two letters were sent on the 12th December 1953, and 15th March 1954 to the Manager, the Mysore Sarvajana Vardhini Co. Ltd., Mysore, by me, enquiring whether the said company was carrying on business or was in operation, but no replies were received from the company to the above letters. I therefore hereby give notice that the name of the said Company will be struck off the register kept in the office and the Company will be dissolved at the expiration of three months from the date of this notice unless the Company shows cause to the contrary.

A. C. NIRVANI GOWDA,

Registrar of
Joint Stock Companies, Bangalore.

Imphal, the 20th April 1954.

In the matter of the Indian Companies Act, VII of 1913.

In the matter of the Manipur Contractors & Merchants Union Ltd. of
Maxwell Bazar.

S.R.O. 1484.—Notice is hereby given that the name of the Manipur Contractors and Merchants Union Ltd., Manipur State, has this day been struck off the Register and that the Company is dissolved.

H. B. SINGH, Registrar,
Joint Stock Companies, Manipur.

Tellicherry, the 21st April 1954

PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and the Oriental Naliker Industries & General Commerce Ltd.

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

S.R.O. 1485.—Whereas the cover containing the letter enquiring with reference to Section 247(1) of the Indian Companies Act, 1913 whether The Oriental Naliker Industries & General Commerce Limited is carrying on business or in operation, and the registered letter issued to the company with reference to Section 247(2) of the Act that if an answer was not received to that within one month from its date a notice will be published in the *Gazette of India* with a view to striking the name of the company off the register, have been returned undelivered by the post office.

And whereas it appears accordingly that The Oriental Naliker Industries & General Commerce Limited, is not carrying on business or in operation.

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

Tellicherry, the 22nd April 1954

PURSUANT TO SECTION 247(3)

In the matter of Indian Companies Act, 1913 and The Continental Textiles Limited

S.R.O. 1486.—Whereas it was enquired under Section 247(1) of the Indian Companies Act, 1913 whether The Continental Textiles Limited is carrying on business or in operation;

Whereas the registered letter issued to the Company with reference to Section 247(2) of the Act that if an answer was not received to that within one month from its date a notice will be published in the *Gazette of India* with a view to striking the name of the company of the register, has been returned undelivered by the Post Office.

And whereas it appears accordingly that The Continental Textiles Limited is not carrying on business or in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and New India Manufacturing Company Limited

S.R.O. 1487.—Whereas the cover containing the letter enquiring with reference to Section 247(1) of the Indian Companies Act, 1913 whether New India Manufacturing Company Limited is carrying on business or in operation, and the registered letter issued to the company with reference to Section 247(2) of the

Act that if an answer was not received to that, within one month from its date a notice will be published in the *Gazette of India* with a view to striking the name of the company off the register, have been returned undelivered by the Post Office.

And whereas it appears accordingly that New India Manufacturing Company Limited is not carrying on business or in operation.

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

K. K. RAMAN,

for Assistant Registrar
of Joint Stock Companies.

Coimbatore, the 22nd April 1954

NOTICE PURSUANT TO SECTION 247(5)

In the matter of the Indian Companies Act, 1913 and The Karaikudi Dayalbagh Stores Limited

S.R.O. 1488.—With reference to the notice dated the 19th December 1953 published on pages 38 and 39 of Part II, Section 3 of the *Gazette of India*, dated the 9th January 1954 the above company not having shown cause to the contrary within the time fixed, the name of the company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the register.

NOTICE PURSUANT TO SECTION 247(5)

In the matter of the Indian Companies Act, 1913 and The Coimbatore Dayalbagh Stores Limited

S.R.O. 1489.—With reference to the notice dated the 19th December 1953 published on page 38 of Part II, Section 3 of the *Gazette of India*, dated the 9th January 1954 the above company not having shown cause to the contrary within the time fixed, the name of the company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the register.

NOTICE PURSUANT TO SECTION 247(5)

In the matter of the Indian Companies Act, 1913 and Jaya Vincent Talkies Limited

S.R.O. 1490.—With reference to the notice dated the 19th December 1953 published on page 38 of Part II, Section 3 of the *Gazette of India*, dated the 9th January 1954 the above company not having shown cause to the contrary within the time fixed, the name of the company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the register.

R. SRINIVASAN,

Assistant Registrar of
Joint Stock Companies, Coimbatore.

Pudukkottai, the 22nd April 1954

NOTICE PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and Era Chit Fund Limited

S.R.O. 1491.—Whereas communications addressed to the Era Chit Fund Limited at its registered office either remain unanswered or are returned undelivered by the Post Office.

And whereas it appears accordingly that the Era Chit Fund Limited is not carrying on business or is not in operation.

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

S. V. KRISHNAN,

Assistant Registrar of
Joint Stock Companies, Pudukkottai District.

Hyderabad, the 24th April 1954

In the matter of Indian Companies Act, 1913 (VII of 1913) and "Gold and Silver Company Limited"

S.R.O. 1492.—Whereas no answer to this office letter issued under sub-section (2) of Section 247 of Indian Companies Act is received from "Gold and Silver Company Limited", notice is hereby given under the provisions of sub-section (3) of Section 247 of the said Act, that at the expiration of three months from the date of this Notice, the name of the above company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. 1320.]

In the matter of Indian Companies Act, 1913 (VII of 1913) and "Tailors Limited"

S.R.O. 1493.—Whereas no answer to this office letter issued under sub-section (2) of Section 247 of Indian Companies Act has been received from "Tailors Limited" notice is hereby given under the provisions of sub-section (3) of Section 247 of the said Act, that at the expiration of three months from the date of this notice, the name of the above company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. 1318.]

M. A. RASHEED,

Registrar Incharge,
Joint Stock Companies, Hyderabad.

Delhi, the 24th April 1954

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Modern Cloth and General Mills Ltd.

S.R.O. 1494.—Whereas there is reasonable cause to believe that the company named M/s. Modern Cloth & General Mills Ltd. is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/530/J.S.C.]

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Gopal Chamber of Commerce Ltd.

S.R.O. 1495.—Whereas there is reasonable cause to believe that the company named M/s. Gopal Chamber of Commerce Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/555/J.S.C.]

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913

In the matter of Disposals & Distributors Ltd.

S.R.O. 1496.—Whereas there is reasonable cause to believe that the company named M/s. Disposals & Distributors Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1177/J.S.C.]

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913

In the matter of M/s. Indian Metals Ltd.

S.R.O. 1497.—Whereas there is reasonable cause to believe that the company named M/s. Indian Metals Ltd. is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1213/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the Matter of M/s. Promodh Pictures & Film Distributors Ltd.

S.R.O. 1498.—Whereas there is reasonable cause to believe that the company named M/s. Promodh Pictures & Film Distributors Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1232/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of M/s. The Pakistan Agencies Ltd.

S.R.O. 1499.—Whereas there is reasonable cause to believe that the company named M/s. The Pakistan Agencies Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1261/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of Messrs. Machine Tools and Brass Works Limited

S.R.O. 1500.—Whereas there is reasonable cause to believe that the company named Messrs. Machine Tools and Brass Works Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1545/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of Messrs. Peerless Engineering Company Limited

S.R.O. 1501.—Whereas there is reasonable cause to believe that the company named Messrs. Peerless Engineering Company Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1561/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of Messrs. Naveen Engineering Company Limited.

S.R.O. 1502.—Whereas there is reasonable cause to believe that the company named Messrs. Naveen Engineering Company Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1938/J.S.C.]

Delhi, the 26th April 1954

(NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the Matter of M/s. Delhi Fuels Ltd.

S.R.O. 1503.—Whereas there is reasonable cause to believe that the company named M/s. Delhi Fuels Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/741/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of M/s. Socialist Journals Ltd.

S.R.O. 1504.—Whereas there is reasonable cause to believe that the company named M/s. Socialist Journals Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from

the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1090/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of M/s. Delhi Housing Corporation Ltd.

S.R.O. 1505.—Whereas there is reasonable cause to believe that the company named Messrs. Delhi Housing and Corporation Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1406/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of M/s. New Motor (India) Ltd.

S.R.O. 1506.—Whereas there is reasonable cause to believe that the company named Messrs. New Motor (India) Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1527/J.S.C.]

(NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of Messrs. Nav Yug Dairies Limited

S.R.O. 1507.—Whereas there is reasonable cause to believe that the company named Messrs. Nav Yug Dairies Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1539/J.S.C.]

(NOTICE UNDER SECTION 247(4) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of Messrs. Naveen Bharat Art Press Limited

S.R.O. 1508.—Whereas there is reasonable cause to believe that the company named Messrs. Naveen Bharat Art Press Limited is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1567/J.S.C.]

Delhi, the 27th April 1954

(NOTICE UNDER SECTION 247(4) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of M/s. Indian National Bank of Industries Ltd.

S.R.O. 1509.—Whereas M/s. Indian National Bank of Industries Ltd. is being wound up and it is believed that either no liquidator is acting or the affairs of the company have been fully wound up. It is hereby notified that at the expiration of three months from the date hereof, the name of the company will unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. 272/J.S.C.]

Delhi, the 29th April 1954

(NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.)

In the matter of The Delhi Stocks and Shares Exchange Ltd.

S.R.O. 1510.—With reference to my Notification No. C.659/J.S.C. dated the 29th July 1953, published under Section 247(4) of the Indian Companies Act

1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as The Delhi Stocks and Share Exchange Ltd. has been struck off the Register.

[No. C.659/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Dehat Union Traders Ltd.

S.R.O. 1511.—With reference to my Notification No. C.1588/J.S.C., dated the 13th October 1953, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as M/s. Dehat Union Traders Ltd. has been struck off the Register.

[No. C.1588/J.S.C.]

NOTICE UNDER SECTION 247(4) OF THE INDIAN COMPANIES ACT, 1913.

In the matter of M/s. National Rosin Turpentine and General Industries Ltd.

S.R.O. 1512.—Whereas M/s. National Rosin Turpentine and General Industries Ltd. is being wound up and it is believed that either no liquidator is acting or the affairs of the company have been fully wound up. It is hereby notified that at the expiration of three months from the date hereof, the name of the company will unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C.1154/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Delhi Trade and Finance Ltd.

S.R.O. 1513.—With reference to my Notification No. C. 1772/J.S.C., dated the 21st October 1953, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as M/s. Delhi Trade and Finance Ltd. has been struck off the Register.

[No. C.1772/J.S.C.]

B. R. SETH, Registrar,
Joint Stock Companies, Delhi.

Delhi, the 3rd May 1953

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Delhi Land & Industries Investment Trust Ltd.

S.R.O. 1514.—With reference to my Notification No. C.617/J.S.C., dated the August 1953, published under Section 247(4) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as Delhi Land & Industries Investment Trust Ltd. has been struck off the Register.

[No. C.617/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Screen Publicity Corporation of India Ltd.

S.R.O. 1515.—With reference to my Notification No. C.1065/J.S.C., dated the 23rd July 1953, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as M/s. Screen Publicity Corporation of India Ltd. has been struck off the Register.

[No. C.1065/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Indra Film Studios Ltd.

S.R.O. 1516.—With reference to my Notification No. C.2017/J.S.C., dated the 8th August 1953, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as M/s. Indra Film Studios Ltd. has been struck off the Register.

[No. C.2017/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. B. R. Jain Cotton Spinning & Weaving Mills Ltd.

S.R.O. 1517.—With reference to my Notification No. C.1200/J.S.C., dated the 24th November 1952, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as M/s. B. R. Jain Cotton Spinning & Weaving Mills Ltd. has been struck off the Register.

[No. C.1200/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Madans Ltd.

S.R.O. 1518.—With reference to my Notification No. C.1203/J.S.C., dated the 14th August 1953, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as M/s. Madans Ltd. has been struck off the Register.

[No. C.1203/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Delhi Goods Transport Ltd.

S.R.O. 1519.—With reference to my Notification No. C.812/J.S.C., dated the 12th January 1950, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as Delhi Goods Transport Ltd. has been struck off the Register.

[No. C.812/J.S.C.]

B. R. SETH, Registrar,
Joint Stock Companies, Delhi.

Tanjore, the 26th April 1954

NOTICE PURSUANT TO SECTION 247/3

In the matter of the Indian Companies Act, 1913 and The South Indian Lakshmi Nurseries Limited, Kumbakonam

S.R.O. 1520.—Whereas communication letter No. 64/k, dated the 18th March 1954 addressed to the South Indian Lakshmi Nurseries Limited at its registered office remains unanswered;

And whereas it appears accordingly that the South Indian Lakshmi Nurseries Limited is not carrying on business, or is in operation;

Notice is hereby given pursuant to section 247/3 of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register, and the said company will be dissolved.

S. KRISHNASAMI CHETTIAR,

Assistant Registrar of Joint Stock Companies,
Tanjore.

Bombay, the 29th April 1954

In the matter of the Indian Companies Act VII of 1913 and the National Fertilisers Limited.

S.R.O. 1521.—Notice is hereby given pursuant to section 172(2) of the Indian Companies Act of 1913 that the National Fertilisers Limited has been ordered to be wound up by an order of the Court of the District Judge, Poona dated 4th January 1954 and that Shri S. D. Jadhav, Pleader residing at Poona has been appointed official Liquidator of the Company.

[No. 6165.]

M. V. VARERKAR,
Registrar of Companies, Bombay.

MINISTRY OF COMMUNICATIONS
(Posts and Telegraphs)

New Delhi, the 4th May 1954

S.R.O. 1522.—In exercise of the powers conferred by sub-rule (5) of rule 430 of the Indian Telegraphs Rules 1951, the Central Government is pleased to direct that, with effect from 16th May, 1954, the Message Rate System shall be introduced in all telephone exchanges at Hyderabad.

[No. PHA-48-15/51.]

V. M. BHIDE, Dy. Secy.

MINISTRY OF TRANSPORT
(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 29th April 1954

S.R.O. 1523.—The following draft of the Indian Merchant Shipping (Carriage of Grain) Rules, 1954, which it is proposed to make in exercise of the powers conferred by sub-section (6) of section 226 of the Indian Merchant Shipping Act, 1923 (XXI of 1923), is published, as required by the said sub-section, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 30th June, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

DRAFT RULES

PRELIMINARY

1. (1). These Rules shall be called the Indian Merchant Shipping (Carriage of Grain) Rules, 1954.

(2). In these Rules, the expression "the Act" means the Indian Merchant Shipping Act, 1923 (XXI of 1923).

2. Every precaution specified in the Schedule to these Rules shall, subject to the provisions of the said Schedule, be treated for the purposes of Section 226 of the Act as a necessary and reasonable precaution to prevent grain from shifting, in relation to ships of the following classes, namely:—

- (a) all Indian Ships,
- (b) ships which are loaded with grain within any port in India,
- (c) ships which, having been loaded with grain outside India, enter any port in India so laden.

3. Where these Rules require that a particular fitting, appliance or apparatus, or type thereof, shall be fitted or carried in a ship or that any particular provision shall be made, the Central Government may allow any other fitting, appliance or apparatus, or type thereof, to be fitted or carried, or any other provision to

be made in that ship if they are satisfied that such other fitting, appliance or apparatus, or type thereof, or provision is at least as effective as that required by these Rules.

SCHEDULE

DEFINITIONS

1. In this Schedule, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, that is to say:—

“Bin” means a completely enclosed section of cargo space in the ‘tween decks or superstructure of the ship.

“Grain” includes wheat, maize, oats, rye, barley, rice, pulses and seeds.

“Heavy grain” means all grain other than oats, light barley and cotton seed.

“Light barley” means barley which weighs 51.575 lb. or less per bushel

SHIFTING BOARDS, UPRIGHTS, ETC.

Shifting Boards

2. Shifting boards shall be of a minimum thickness of 2 in. of good sound timber, and fitted grain-tight. They shall be supported by uprights.

3. The maximum unsupported span to be allowed for shifting boards of various thicknesses shall be as follows:—

Thickness	Span	Housing at Bulkheads
2 in. planks	Unsupported span not to exceed 8 ft.	3 in.
2½ in. planks	Unsupported span not to exceed 11 ft.	3 in.
3 in. planks	Unsupported span not to exceed 13 ft.	3 in.

4. Shifting boards shall be securely housed at each bulkhead by means either of permanent angle bars, or of wood cants not less than 6 in. in width and 3 in. in thickness and suitably shored.

5. Where 2½ in. or 3 in. shifting boards are used, the boards may be butt-jointed in way of the uprights, and at least 4 in. of plank shall be supported. Where 2 in. shifting boards are used the joints shall overlap by at least 9 in. in way of the uprights.

6. Where no permanent arrangements are made for grain-tight filling between the beams, wood filling pieces of the same thickness as the shifting boards shall be fitted grain-tight between the beams, and shall be secured in place by cleats or scabs at both ends and fitted both sides. The cleats or scabs shall be at least 2 in. x 4 in. in size and shall extend the full depth of the filling piece and as much again below, and be securely spiked or bolted to the shifting boards and filling pieces.

Uprights

7. Wood uprights shall not be less than 10 in. in width and 2 in. in thickness.

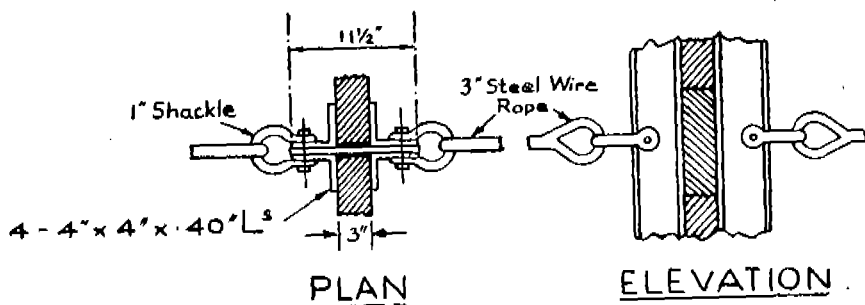
8. Uprights shall be cleated to the tanktop or ceiling where fitted, and when the upright is not securely housed at the top the uppermost supporting shores or stays shall not be more than 18 in. down from the deck or top of the upright.

9. If a tier of closely spaced pillars which serves as a principal support to the deck over in a hold or compartment is utilized for supporting the shifting boards at the middle line and if the pillars are not reeled or staggered, additional support shall be provided by means of hook-bolts and vertical tieplates or uprights secured to the pillars. Such tieplates shall consist of plates not less than 3 in. in width and ½ in. in thickness and shall be through-bolted at intervals of not more than 3 ft.

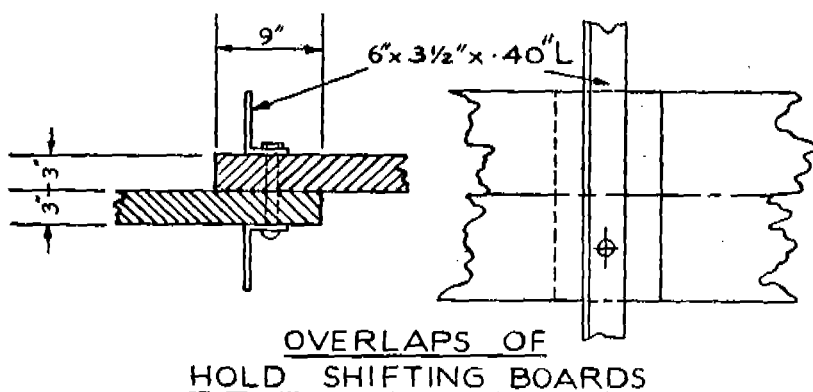
10. The horizontal distances between the centres of uprights shall be as specified in paragraph 3 of this Schedule. Wood uprights used in association with wire stays shall be not less than 11 in. in width and 3 in. in thickness. The construction and dimensions of angle bar uprights used in association with wire stays shall conform to the specification and method set forth in sub-paragraph

(a) of this paragraph or to one of the specifications and to the method set forth in sub-paragraph (b) thereof:—

- (a) Each upright shall consist of four angle bars 4 in. \times 4 in. \times 40 in, and steel plate 11½ in. \times 50 in. riveted to form one complete structure allowing 4 in. housings on both forward and after sides. Brackets riveted to head and heel shall be fitted, each to take five ¾ in. bolts with corresponding lugs or angles on tanktop, tunnel top and hatch webs.



(b) Horizontal Distance between centres of uprights.	Vertical Spans supported by each stay	Sizes of Angle Bars.
8 ft. (2 in. shifting boards)	8 ft.	3 in. \times 3 in. \times 38 in.
" (2 in. Do.)	11 ft.	3½ in. \times 3½ in. \times 38 in.
" (2 in. Do.)	14 ft.	4½ in. \times 3½ in. \times 44 in.
11 ft. (2½ in. shifting boards)	8 ft.	3 in. \times 3 in. \times 38 in.
" (2½ in. ")	11 ft.	4 in. \times 3½ in. \times 40 in.
" (2½ in. ")	14 ft.	6 in. \times 3½ in. \times 40 in.
13 ft. (3 in. ")	8 ft.	3 in. \times 3 in. \times 38 in.
" (3 in. ")	11 ft.	4 in. \times 3½ in. \times 42 in.
" (3 in. ")	14 ft.	6 in. \times 3½ in. \times 40 in.



Vertical angle bars shall be connected at head and heel to the tanktop, tunnel top, deck beams, and hatch webs by angle lugs having two ¾ in. bolts in each angle bar upright and fastenings of equal strength to tanktop, tunnel top, deck beams and hatch webs. The vertical angle bars shall be bolted together—through the shifting boards by ¾ in. bolts approximately 4 ft. apart.

Shores and Stays

11. Wood uprights shall be supported by steel wire rope stays set up at the ship's side, or by wood shores securely heeled against the permanent structure of the ship. All wood shores shall be of good sound timber in a single piece.

Shores

12. The vertical spacing of wood shores shall be as follows:—

Except as provided in paragraph 8 of this Schedule the uppermost shore shall be not more than 7 ft. below the top of the upright and succeeding shores shall be spaced not more than 7 ft. apart measured vertically from the uppermost shore downwards, except that a distance of 8 ft. shall be permitted between the lowest shore and the heel support. Shores may be heeled on the tanktop or ceilings if the heels are secured by cleats or cants and efficiently braced against the permanent structure. Shores shall not be heeled directly against the ship's side plating.

13. Subject to the provisions of paragraphs 14 and 15 of the Schedule the sizes of wood shores shall be as follows:—

Minimum sizes

Length of shores	Rectangular Section	Circular Section
not exceeding 16 ft.	6 in. × 4 in.	5½ in. diameter
Over 16 ft. and not exceeding 20 ft.	6 in. × 6 in.	7 in. diameter
Over 20 ft. and not exceeding 24 ft.	8 in. × 6 in.	7½ in. diameter
Over 24 ft. and not exceeding 28 ft.	8 in. × 6 in.*	8 in. diameter
Over 28 ft.	8 in. × 6 in.*	8½ in. diameter

*Securely bridged at approximately mid-length. Spliced shores shall not be used.

14. Subject to the provisions of paragraph 15 of this Schedule, if the spacings of the uprights or shores are less than those respectively referred to in paragraphs 3 and 12 of this Schedule the sizes of the shores may be reduced in proportion.

15. Where their angle from the horizontal does not exceed 10° the shores fitted shall be of the sizes specified in paragraph 13 of this Schedule. Where, by reason of the construction of the ship, their angle from the horizontal exceeds 10° then the next larger size of shore to that required by its length shall be fitted. In no case shall the angle between any shore and the horizontal exceed 45°.

Stays

16. One stay on each side of each upright shall be fitted in holds 20 ft. and under in depth and shall be placed at a distance below the deck of approximately one-third from under deck. In holds over 20 ft. in depth two stays on each side of each upright shall be fitted the upper stays being placed at a distance below the deck of approximately one-quarter of the depth of the hold and the lower stays at half the depth of the hold. For the purposes of this paragraph depths shall be measured to top of floors, inner bottom or tunnel top, as the case may be.

17. When stays are used the following provisions shall apply:—

- (a) The stays shall be of 3 in. circumference flexible steel wire rope and shall be fitted horizontally.
- (b) The rigging screws shall be 1½ in. in diameter and shall be fitted in accessible positions.
- (c) The shackles shall be 1 in.
- (d) The eye bolts through the wood or angle bar uprights shall be 1½ in.
- (e) ½ in. screw bolts and nuts shall be provided as may be necessary for securing the wood uprights or steel angle bars.
- (f) Either eye plates of 1 in. thickness shall be securely riveted to the side stringers or frames or 1 in. shackles passed through the frame.

18. If any shifting boards do not extend to the full depth of the hold the shifting boards and their uprights shall be supported or stayed so as to be as efficient as shifting boards which extend to the full depth of the hold.

Construction of Feeders, Bins and Bulkheads

19. Feeders, bins and bulkheads shall be of sufficient strength to withstand the pressure due to the head of grain contained therein and shall be grain-tight.

20. Ships having one or more decks with any continuous hold, whether forward or aft, with two hatches to that hold shall have a well-constructed bulkhead extending from side to side of the ship between the two hatches to divide the hold.

21. Wood feeders, wing feeders and bin bulkheads shall be constructed either—

- (a) of planks which have been worked vertically and which are not less than $2\frac{1}{2}$ in. thickness; when the vertical unsupported span of the planks exceeds 8 ft. the thickness thereof shall be increased proportionately or proportional additional stiffening shall be fitted; or
- (b) of framing lined with grain-tight boards 2 in. in thickness or two 1 in. layers of shiplap, laid horizontally with broken joints; the framing shall where possible be placed inside the hatch coamings and shall be not less than 4 in. \times 6 in. laid on edge spaced not more than 2 ft. apart centre to centre. The planks at the corners shall be well secured to substantial vertical cants.

22. If the depth of the hatch end beams or coamings exceeds 15 in. below the surface of the deck, feeding holes shall be provided to allow the grain to flow through the coamings into the hold or 'tween decks. When the depth of the coamings below the surface of the deck exceeds 15 in. and does not exceed 18 in. feeding holes 2 in. in diameter shall be provided. When the depth exceeds 18 in. feeding holes of $3\frac{1}{2}$ in. diameter shall be provided. Feeding holes shall be spaced approximately 2 ft. apart.

23. Engine-room and stokehold bulkheads and donkey boiler recesses, where subjected to heat, shall be sheathed with wood and made grain-tight. An air space of at least 6 in. shall be left between the bulkhead and the sheathing and a box trunk ventilator 6 in. \times 8 in. in size shall be provided from the top of the air space to a ventilator or hatchway. Sheathing shall be supported on vertical runners spaced not less than 2 ft. apart centre to centre and shall consist of 2 in. planks or two thicknesses of 1 in. boards laid to break joint.

STOWAGE

Holds, Compartments or Bins Partly Filled with Loose Grain in Bulk

24. If any hold, compartment or bin is partly filled with loose grain in bulk, the grain shall be levelled and topped off with bagged grain or other suitable cargo extending to a height not less than 4 ft. above the top of the loose grain in bulk and supported on suitable platforms laid over the whole surface of the loose grain in bulk. In addition the hold or compartment, as the case may be, shall be divided by a properly constructed longitudinal bulkhead or by shifting boards which shall be in line with the keel, and shall extend from the bottom of the hold or deck, as the case may be, to a height of not less than 2 ft. above the surface of the bulk grain in such a way as to prevent shifting.

Provided that the fitting of a longitudinal bulkhead or shifting boards in a lower hold shall not be required if the grain in bulk does not exceed one-third of the capacity of the hold, or in the case of a hold containing a shaft or other similar tunnel, one-half the capacity of the hold.

Holds, Compartments or Bins Entirely Filled with Loose Grain in Bulk

25. If any hold or compartment is entirely filled with loose grain in bulk, it shall be divided by a longitudinal bulkhead or shifting boards, in line with the keel, which shall be properly constructed and secured, and fitted grain-tight with proper fillings between the beams. In holds such shifting boards shall extend downwards from the underside of the deck to a distance of at least one-third of the depth of the hold or 8 ft. whichever is the greater. In compartments in 'tween decks and superstructures they shall extend from deck to deck. In all cases the shifting boards shall extend to the top of the feeders of the hold or compartment in which they are situated.

26. All bulk grain shall be well trimmed up between the beams and in the wings and the space between them shall be completely filled.

27. Any hold, compartment or bin which is entirely filled with loose grain in bulk shall be fed by suitably placed and properly constructed feeders, which shall contain not less than 2½ per cent. or more than 8 per cent. of the quantity of grain carried in the compartment what they feed. When loose grain in bulk is loaded in a deep tank, specially built feeders shall not be required if the deep tank is divided by a steel centre longitudinal division and the bulk grain is well stowed, the tank and tank hatchways being completely filled and the hatch covers secured.

28. Feeders to a hold, compartment or bin shall be so arranged as to secure a free flow of grain to all parts of that hold, compartment or bin. When the distance, measured in a fore and aft line, from any part of a hold or compartment to the nearest feeder exceeds 25 ft. the grain in the end spaces beyond 25 ft. from the nearest feeder shall be levelled off at a depth of at least 6 ft. below the deck, and the end spaces filled with bagged grain built up on a proper platform.

29. The platforms required by this Schedule shall consist of bearers spaced not more than 4 ft. apart and 1 in. boards laid thereon spaced not more than 4 in. apart or tarpaulins or strong separation cloths with adequate overlapping.

30. Light grain in bulk shall be carried in the case of a single deck ship in the holds or superstructures thereof and in the case of other ships only in the holds or 'tween decks thereof and in all cases feeders and shifting boards shall be fitted which comply with this Schedule. In ships where 'tween decks or shelter decks are not subdivided, bulkheads shall be constructed so as to divide such shelter decks or 'tween decks, as the case may be, into compartments of a maximum length of not exceeding 70 ft.

31. Heavy grain in bulk shall not be carried above deck except in the manner specified in paragraphs 32 and 33 of this Schedule.

32. Heavy grain in bulk shall not be carried above deck in a single deck ship, or in the 'tween deck of a two deck ship, or in the uppermost 'tween deck of a ship having more than two decks except:—

- (a) in feeders properly constructed in accordance with this Schedule;
- (b) in bins properly constructed in accordance with this Schedule.

33. Where heavy grain in bulk is carried in bins:—

- (i) the compartment or compartments immediately below the bins shall be completely filled with bulk grain;
- (ii) the hold or compartment below the bin or bins shall be properly battened down clear of the feeder to such hold or compartment;
- (iii) the aggregate quantity of grain carried in bins and all feeders shall not exceed 23 per cent. by weight of the total cargo below the deck on which the bins are situated;
- (iv) the capacity of any bin shall not exceed 8,000 cu. ft.;
- (v) where the distance from the feeder to the transverse bulkhead exceeds 20 ft. the space beyond shall be filled with bagged grain or other suitable cargo;
- (vi) where a bin is not completely filled with grain the provisions of paragraph 24 of this Schedule shall apply.

34. Shifting boards shall not be required to be fitted in holds, 'tween decks or superstructures being holds, 'tween decks or superstructures which contain only grain in bags.

35. Bagged grain shall be carried in sound bags which shall be well filled and securely closed.

LOADING OF GRAIN ON HOME-TRADE SHIPS

36. The foregoing requirements of this Schedule shall not apply to any home-trade ship on which grain is loaded if such precautions as are specified in paragraphs 37 and 38 of this Schedule are taken to prevent the grain from shifting. Provided that the provisions of paragraphs 32 and 33 of this Schedule shall apply to any two-deck ship loaded with heavy grain in bulk in the 'tween deck and to any ship, having more than two decks, loaded with heavy grain in bulk in the uppermost 'tween deck.

Holds, Compartments or Bins Entirely Filled with Loose Grain in Bulk

37. If any hold, compartment or bin in a hometrade ship is entirely filled with loose grain, the grain shall be trimmed tightly into the wings, ends and beam spaces. The hatchway shall also be filled in such a way that it shall act as a feeder in the event of the grain settling during the voyage. The hatchway shall contain not less than 4 per cent. by weight of the grain carried in the hold below deck level.

Holds, Compartments or Bins Partly Filled with Loose Grain in Bulk

38. (1) If any, hold, compartment or bin in a hometrade ship is partly filled with loose grain, the grain shall be stowed in the manner specified in paragraph 24 of this Schedule. Provided that, in such a ship, not more than two holds or compartments may be stowed in the manner specified in sub-paragraph (2) or sub-paragraph (3) of this paragraph.

(2) The grain shall be levelled off and overstowed with at least two tiers of bagged grain laid on separation cloths, or with other suitable cargo supported on platforms or separation cloths.

(3) (a) The grain shall be divided from the empty space in the hold by one of the following methods:—

Method 1.—A transverse vertical wooden bulkhead shall be fitted in the fore part of the hold in such a way as to reduce the capacity of the hold to that required for the stowage of the grain. The bulkhead shall be of adequate strength to withstand the pressure of the grain in all circumstances.

Method 2.—A strongly and tightly constructed transverse vertical bulkhead of bagged grain shall be used. The bulkhead shall contain sufficient rows of bags laid in a fore and aft direction to enable it to withstand the effect of pitching and scending during the voyage. Its foundation shall be on the floor of the hold and shall consist of not less than four rows of bags.

Method 3.—A sloping bulkhead shall be constructed of stepped bags of grain. The bags shall be packed tightly together and bedded into the grain in a fore and aft direction. They shall lie horizontally, and overlap not less than one-half of their length. The lowest tier shall be arranged so as to rest upon a firm and solid foundation, and shall be placed on the floor of the hold or on separation cloths laid on a levelled grain surface reaching into one of the ship's transverse bulkheads. The bags shall be well locked into the frames at the ship's side and a double tier shall be laid at the sides of the holds. The bulkhead shall be secured in the hatchway and the top tier of bags shall be so wedged tightly against the web beams or the hatch end coamings that they will be secured against fore and aft movement.

(b) The grain shall be stowed in such a way as to confine its loose surface within the limits of the hatchway in such a manner that it will serve as a feeder. The part of the hold containing grain shall be completely filled and the grain shall be so confined as to prevent any of it getting into the empty part of the hold. It shall be trimmed tightly into one end of the hold, the wings, end and beam spaces shall be filled, and as much grain as possible shall be stowed at the same end of the hatchway so as to ensure a sufficient supply for feeding purposes.

(c) The bags referred to in this sub-paragraph shall be in sound condition. They shall be loosely filled and securely closed, and the mouths of the bags shall always be laid towards the bulk grain.

[No. 64-MA(1)/54.]

New Delhi, the 30th April 1954

S.R.O. 1524.—In exercise of the powers conferred by section 289C of the Indian Merchant Shipping Act, 1923, (XXI of 1923), the Central Government hereby exempts the vessels belonging to the Southern Railway which are plying on the Dhanushkodi—Talamannar Ferry Service, from the requirements of the provisions of sections 27, 29 to 37, and 42 to 65 of the said Act.

[No. 25-MA(2)/52-MS.]

S. K. GHOSH, Dy. Secy.

New Delhi, the 29th April, 1954

PORTS

S.R.O. 1525.—In pursuance of Section 9 of the Madras Port Trust Act, 1905 (Madras Act II of 1905), the names of the following persons who have been elected as Trustees of the Port of Madras are hereby published for general information:—

Name of elected person	Constituency from which elected
Shri Guntur Narasimha Rao.	} Andhra Chamber of Commerce.
Shri B. D. V. Ramaswamy	

[No. 13-PI(124)/53.]

A. V. SUBRAMANIA IYER, Under Secy.

MINISTRY OF LABOUR

New Delhi, the 28th April 1954

S.R.O. 1526.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial disputes between the Co-operative Assurance Co., Ltd., Amritsar, and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE NO. 10 OF 1953.

PRESENT:

Shri L. P. Dave, B.A. LL.B., *Chairman.*

PARTIES:

Employees in relation to the Co-operative Assurance Co. Ltd., Amritsar.

AND

Their workmen at the Head Office of the Company at Amritsar.

APPEARANCES:

Shri A. K. Suri, President, Co-operative Assurance Co. Ltd., Employees Union.—*For the workmen.*

AND

Shri R. P. Julkha, General Secretary, Co-operative Assurance Co. Ltd., Employees Union.—*For the workmen.*

Shri Mukund Lal, Secretary, Co-operative Assurance Co. Ltd., Amritsar.—*For the management.*

AWARD

By Order No. LR.90(162) dated 23rd October 1953, the Government of India in the Ministry of Labour referred the disputes existing between the employers in relation to the Co-operative Assurance Co. Ltd., Amritsar and their workmen at the Head Office of the Company at Amritsar in respect of the items specified in the Schedule annexed to the order for adjudication to this Tribunal. The schedule, originally contained six items but by a subsequent order of even number dated 10th December 1953, one more item was added to the schedule. One further item was added by a subsequent order of even number dated 2nd March 1954. The eight items which are thus referred for adjudication are reproduced below and they form the issues in the present case.

- (1) Hours of work.
- (2) Gratuity.
- (3) Medical aid.
- (4) Overtime allowance.
- (5) Officiating allowance.
- (6) Leave and holidays.
- (7) Revision of scales of pay and Dearness allowance.

- (8) Re-fixation of the pay of the employees of the Co-operative Assurance Co. Ltd., Amritsar in the pay scales prescribed by the Award of the Central Government Industrial Tribunal, Dhanbad, published with S.R.O. 472, dated the 8th March 1952.

2. Usual notices were issued to the parties and they filed their statements. After the addition of the seventh item to the schedule, further notices were issued and the parties filed further statements. Later on, the parties also filed supplementary statements. The first seven items were heard from 15th to 17th February, 1954. Thereafter, one more item was added as stated above. Notices about the same were issued to the parties and they filed their written statements. Parties were heard about this item on 5th April 1954.

3. Before taking the individual items for consideration, I may make a few general observations. A dispute in respect of the present employer and its workmen at the Head office, (i.e., between the very parties as now) was referred for adjudication to this Tribunal by the Government of India, Ministry of Labour, Order No. LR.90(90) dated 12th May 1951. The matter was heard by my learned predecessor and he gave his award on 29th February 1952. This award was published in the *Gazette of India*, Part II, Section III at page 455 on 15th March 1952. The first seven points which are now referred for adjudication were among the points adjudicated upon under the above award. The eighth point is regarding fixation of pay in accordance with the above award. On 12th May 1953, the management gave notices under Section 19 of the Industrial Disputes Act, intimating that the award shall cease to bind them after a period of two months from that date. On 13th July 1953, the management issued an order stating that two months of termination of notice of the award had expired and the award therefore stood terminated. It further passed orders regarding the office hours, privilege leave, holidays, etc. and said that they would come into force with immediate effect. Thereafter the present reference has been made to this Tribunal.

4. As I said above, the first seven points which are now referred for adjudication to me were among the items adjudicated upon by my learned predecessor, who gave his award on 29th February 1952. That award, as I said above, was published in the *Gazette of India* on 15th March 1952 and became enforceable from 14th April 1952. A notice of termination thereof was given on 12th May 1953 and immediately on expiry of the notice, the management passed orders at variance with the award. All the above points were considered by my predecessor and I am now called upon to adjudicate upon those very points.

5. At this stage, I may refer to the case of Army and Navy Stores (1951, Vol. II, L.L.J. page 31) and the case of Ford Motor Co. of India Ltd. (1951, Vol. II, L.L.J. page 231). In the case of Army and Navy Stores, an award fixing the wage structure was made on 27th January 1948. Within 11 months thereafter, fresh demands were made by the employees for reconsideration of the whole wage structure. The Labour Appellate Tribunal observed that the basic wages once fixed should stand for a reasonable period of time unless some substantial change had intervened. In that case, no such change had intervened between the making of the first award and the presentation of fresh claims by the employees and hence no change was made in the wage structure fixed by the first award. In the case of the Ford Motor Co. of India Ltd., the award was made on 5th May 1948 which came into operation on 17th May 1948. On the expiry of that award (i.e. on 16th May 1949), the Union served a fresh memorandum of demands, most of which were the subject matter of the previous reference and had been duly adjudicated upon. In this case also, the Labour Appellate Tribunal held that where an award had been made between the parties, it should be tried for a sufficiently long period before any changes could be effected in terms thereof. I may quote here with advantage certain observations made by the Labour Appellate Tribunal in the case of the Ford Motor Co. of India Ltd. In para. 6, they have observed that there is a distinction between a set of decisions which lay down a permanent scheme or decide a principle and thus the effect of which exhausts itself with a single compliance. They further observed, "to illustrate the point, the decisions settling schemes of provident fund and gratuity, standardisation of wages, fixing of scales, etc. would come under the former category; while decisions about annual bonus, retrenchment, reinstatement, etc. would fall under the latter." In para. 7, they observed: "Even if it be legally permissible, it would be highly undesirable to disturb at short intervals a scheme once settled, as it could not be conducive to industrial peace and tranquillity." In my opinion, these remarks apply with great force to almost to all the points which form the subject matter of the present adjudication. I shall now proceed to discuss the points one by one.

(1) *Hours of Work*

6. The hours of work prevailing in this concern originally were from 10 A.M. to 6 P.M. with half an hour's recess in the middle of the day, and this applied to all working days including Saturdays. This question was considered by my predecessor as item No. 5 at para. 9 of his award and he fixed hours of work as 10 A.M. to 5 P.M. with half an hour's recess on week days and from 10 A.M. to 1-30 P.M. without recess on Saturdays. On terminating the award, the management by its order dated 13th July 1953, fixed the hours of work as 9-30 A.M. to 6 P.M. with half an hour's recess on all working days including Saturdays. During the pendency of the present reference before me, the management gave an application under Section 33 of the Industrial Disputes Act for changing the hours of work from 9-30 A.M. to 6 P.M. with half an hour's recess to 9-30 A.M. to 6-30 P.M. with an interval of rest for one hour. The application was withdrawn because the main reference was being heard by me and this question was to be considered under this head. In other words, the employees had to work for 45 hours a week before the award of my learned predecessor. Under that award, the actual working hours were reduced to 36 hours per week. After terminating the award, the total working hours have been increased to 48 hours per week, though, as I said above, before my learned predecessor's award, the hours of work were 45 hours a week.

7. The management rely on the provisions of the Punjab Trade Employees Act in support of their contention that the hours of work as fixed by them should not be reduced. Section 4(1) of that Act lays down that no person shall be employed about the business of a shop or commercial establishment for more than the normal maximum working hours, that is to say, 54 hours in any one week and ten hours in any one day. It was urged that this gives the employer a right to fix the working hours at 54 hours per week. In my opinion, this Act does not give a right to the employer to take 54 hours' work from an employee, but it restricts his right and lays down that he cannot take work for more than 54 hours in a week. The preamble of the Act shows that it was an Act to limit hours of work of shop assistants and commercial employees and to make certain regulations considering their holidays, wages, and terms of service. In other words, it is meant to provide the maximum hours of work for which an employee could be employed; that is, it fixes maximum hours of work and does not mean that every employees must work for that maximum period. In this connection, it may be noted that the maximum hours of work fixed by the above section are 54 hours a week and 10 hours a day; and the management have still fixed only 48 hours a week and eight hours a day. This would also mean that it is not their right to take work for the maximum period laid down in the Act, but they are debarred from taking work for more period than laid down therein. To make a comparison, it may be noted that most of the provisions in Penal enactments lay down that a person committing a particular offence would be punishable with imprisonment, which may extend to a particular period or with fine, which may extend to a particular amount or with both. That would not mean that in every case every person committing that offence would be punished with the maximum imprisonment and the maximum fine mentioned in that section. It would only mean that that would be the maximum punishment. Similarly, here also the provisions of Section 4(1) of the Punjab Trade Employees Act only mean that the maximum hours of work shall be 54 hours a week. It would not however mean that everyone should work for that period.

8. In its written statement, the Union have mentioned what working hours are observed by different insurance companies at Amritsar. In no case do they exceed 36 hours per week. These allegations have not been denied in the written statement of the company. Looking to the working hours of comparable concerns, I think it would not be proper that the employees of this concern should have a greater amount of working hours.

9. The management, however, drew my attention to the working hours and also working days prevailing in other countries. For preserving industrial peace, the usual rule is that the same conditions should prevail in the same region and the same industry. In other words, it would not be proper to look into the conditions prevailing in other countries. In this connection, I may also mention that the management only consider the conditions prevailing in other countries so far as the hours of work and days are concerned and not in respect of wages or other privileges. The workmen in other countries get better wages and have more privileges. I could have understood the argument of the management if they were prepared to provide the same wages and privileges to their employees as are prevailing in other countries. But this they are not prepared to do. In

my opinion, looking to the hours of work of the different insurance companies at Amritsar, the total working hours of the employees in this concern should not exceed 36 hours per week.

10. I may also point out that under the award passed by my learned predecessor, he had fixed the total working hours as 36 hours per week. He had also made a provision for payment if an employee was required to work overtime. It had to be admitted by the Secretary of the Company that during the time that the award was in force there was not a single case in which they had to make any overtime payment. This means that the company was able to do all its work within the normal hours of work, even when the hours of work were 36. There is therefore no reason why the working hours should be increased. An increase of working hours in the circumstances would only mean that the employees would have to sit idle in the office, even though they would have no work to do.

11. It was then argued that some employees could find time to prepare themselves for some examinations. It does appear that some clerks working in this concern appeared at different examinations during the time they were serving here. But it is no one's case that any of these clerks was preparing himself for the examination during office hours. If a person works hard during his off hours and appears for an examination, it would be no ground to fix more working hours.

12. On the whole, I think that the hours of work should be 6½ hours on week days and 3½ hours on Saturdays. My learned predecessor had fixed hours of week days from 10 to 5 P.M. with half an hour's recess. It however appears that Section 5 of the Punjab Trade Employees Act requires that the interval for rest shall not be less than one hour and that the Inspector of Shops and Commercial Establishments in charge of Amritsar area has directed the company to observe this rule. In other words, the period of recess provided by the award of my learned predecessor will have to be increased to one hour's recess. I would therefore fix the hours of work on week days as from 10 to 5-30 P.M. with one hour's recess and on Saturdays they should be 10 A.M. to 1-30 P.M.

13. The Union then contended that the management should be ordered to pay overtime pay to all employees, for their having been made to work for eight hours per day, from 13th July 1953 up-to-date. I do not accept this contention. When the management terminated the award, they were at liberty to fix new hours of work and they did so. The new hours of work cannot be made retrospective. It would also not be proper or fair that the employees should be given any overtime allowance for working according to office hours in force for the time being. I negative this contention of the workmen.

(2) Gratuity

14. This company had formerly no scheme of gratuity, but my learned predecessor framed a scheme. The company filed an appeal against the award and one of the points raised in appeal was regarding the scheme of gratuity. By its judgment dated 16th April 1953 (which is reported at 1954, Vol. I, L.L.J. page 28), the Appellate Tribunal dismissed the appeal with a slight modification in the scheme of gratuity. It may be noted that after the scheme was framed by my learned predecessor, no workman has retired and no one has yet got an advantage of the above scheme.

15. It has been contended by the management in its written statement that gratuity means a gratuitous payment and should not be made compulsory. It further contended that only short time disputes (and not long term dispute) are meant to be settled by Industrial Tribunals because the award is to be binding only for a year and hence the Tribunal should refuse to fix schemes for gratuity. These contentions cannot be accepted. To have a scheme of gratuity is now considered to be one of the conditions of service necessary for the benefit and security of the workmen. After working for a particular period, an employee is entitled to obtain a sum known as gratuity which can be of use to him on retirement. Schemes of gratuity have been framed by the Industrial Tribunals in the country in so many cases. It could not be said that the Tribunals had no power to frame schemes of gratuity or that they should refuse to do so. Actually, the judgment of the Labour Appellate Tribunal in the appeal filed against the award passed by my learned predecessor shows that the company appeared to have conceded the desirability of having a gratuity scheme. All that it then urged was that the scheme should be on the basis of the scheme fixed in the case of Army and Navy Stores and not a scheme based on the scheme of the Oriental Government Security Life Assurance Co. Ltd. The Appellate Tribunal however adopted the scheme framed in the case of the Oriental Government Security Life Assurance Co. Ltd.

16. It was then urged on behalf of the company that under Article 46 of the Articles of Association, they could pay gratuity to an employee only after it was sanctioned by the share-holders in the general meeting and that the Directors could not anticipate whether the general meeting would give or withhold the general confirmation. It may be noted that the present dispute is not between the Directors and the workmen; but it is between the company and their workmen. Directors are merely agents of the general body of share-holders. Whatever decision is given by the Tribunal, it is binding not only on the Directors but also on the general body of share-holders. The general body of share-holders is bound to carry out and implement the terms of awards passed by the Tribunal. If necessary, they may change their Articles of Association; but whether they do so or not, they will have to make payments as ordered by the Tribunal. Supposing a company has Article of Association fixing the wages of its workmen and laying down that no increase should be given without confirmation of the General body; it could not mean that implementation of an award fixing higher wages would require the sanction of the general body of share-holders. The above clause in the Articles of Association would restrict the Directors' power of paying gratuity to an employee of their own accord, but not to their paying gratuity under the terms of an award passed by a Tribunal. This contention of the management has no force.

17. As I mentioned above the remarks of the Labour Appellate Tribunal in the Ford Motor Company's case show that a decision settling a scheme of gratuity should not be disturbed at short intervals as it would not be conducive to industrial peace and tranquility. There is no change of circumstances warranting a justification of the change of the previous award in this connection. I would therefore order that there should be a scheme of gratuity for the workmen in this company and it should be as under:—

- | | |
|--|---|
| 1. On the death of an employee while in service of the company. | One month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to his heirs, executors or nominees. |
| 2. Voluntary retirement or resignation of the employee after 20 years of continuous service in the company. | 15 months' salary. |
| 3. (a) On termination of the service by the Company after 15 years' continuous service but less than 20 years' service in the company. | 2/3 of one month's salary for each year of service. |
| (b) After 20 years' continuous service in the company. | 15 months' salary. |

Condition:

Gratuity will not be paid to any employee who has been dismissed for misconduct involving financial loss to the company.

(3) *Medical Aid*

18. Originally there was no provision for medical aid to the employees of this company. At the time of the previous adjudication, the union made a demand that free medical aid should be given to the members of the staff and their families. They pointed out that no quinine was supplied in the malarial season by the company as was done in other institutions and also claimed that the members of the staff should be medically examined at the expense of the company, at least once a year. In the course of the discussion on this point, the management pointed out that a new scheme was coming into force known as National Health Service Act of the Government of India. There was a mistake in this respect. What was referred to or intended to be referred to was

the Employees State Insurance Act, 1948. That Act was not in force at the time of the adjudication; but the management stated that it was prepared to meet the expenses on the lines of that enactment even before the extension of the Act to Amritsar, but they should not be made to pay twice. My learned predecessor accepted the suggestion of the management in the matter and left it at that. I am told that after this award, the management began to pay to each employee an amount which the employer would be required to pay as contribution under the above Act. On terminating the award, they have stopped making these payments and the Union demands that the scheme of payment of medical aid allowance should be re-introduced, with retrospective effect. On the other hand, the management urge that they should not be made to make any payments unless and until the scheme of medical aid as provided by the Employees State Insurance Act is made applicable to all insurance companies.

19. It is not in dispute that the provisions of the above Act have now been extended to the city of Amritsar but they apply at present only to factories. In other words, the Act has not been made applicable to the insurance companies working at Amritsar. That however would not mean that no provision should be made for the medical aid for the employees of this company. It was also urged before me that no other insurance company provides for medical aid to its employees. This also would be no ground to refuse medical aid to the employees of this company. It would be to the benefit of both the employer and the employees that the employees should maintain good health. The scales of pay paid by this company are not so favourable as the scales of pay paid by other companies. In the circumstances, if this company makes some provision for medical aid to its employees, it could not be said that they have to pay more than other employers. Provision for medical aid to the employees is now being made in several ways relating to several other industries and concerns. I therefore think that some provision should be made for grant of medical aid to the employees in the present case.

20. The question then is as to what should be the provision made for this purpose. The company used to pay to each of its employees an amount equivalent to the amount which it would have had to pay as the employers' contribution payable by the employer under the Employees State Insurance Act. It may very often happen that an employee may not fall ill and still he would get this amount. This would not be proper; because this amount is meant to be paid for medical aid and this pre-supposes that it would have to be paid only if an employee or a member of his family is ill. Actually, the employer is not supposed to make any cash payment to his employees for this; but he should provide facilities for medical aid; and an employee would get benefit thereof, if and when he or a member of his family fell ill.

21. Under the State Employees Insurance Act, not only the employer but the employee also would have to make a contribution. Except in the case of employees whose average daily wages are below Rs. 1-8-0, the employees contribution is to be equal to one-half of the employers' contribution. This ratio would mean that if an employee or a member of his family falls ill, he should bear one-third of the amount spent for medical treatment and the rest two-thirds should be paid by the employer. I would therefore direct that if an employee or a member of his family falls ill, the management should pay him two-thirds of the amount spent for medical treatment, subject to a maximum, equal to the amount that would be payable by the employer as his contribution under the Employees State Insurance Act. The amount spent for medical treatment would include not only the amount paid for medical fees but also for cost of medicines that they may have to be spent under medical advice. The employer would be liable to contribute to the expenses for the medical treatment not only of an employee but of members of his family and for this purpose family would mean the wife, children, grandchildren and parents of the employee. This payment should be made by the employer to the employee concerned on production of a letter from the Medical Officer recommending the use of particular medicines and also on production of doctor's bill and the bill for the cost of medicines. The payment should ordinarily be made within one month of the production of the requisite documents. As I said above, the employer would have to pay two-thirds of this amount, and he will not have to pay more than the amount of contribution that would be payable as the employer's contribution under the Employees State Insurance Act. I further direct that calculations should be made on an annual basis beginning from the 1st April 1954; that is, the maximum amount payable by the employer should be calculated on an annual basis.

22. Regarding the Union's claim for giving retrospective effect to the award on this point, I think that it would not be proper to do so. After all, the previous award made provisions for medical aid on the basis of an offer made by the

employer. The employer terminated the award after proper notice. I think that it would be but proper that new scheme come into force only from the 1st April 1954.

(4) Overtime Allowance

23. Originally no provision was made by the company for payment of overtime allowance. At the time of the previous adjudication, however, my learned predecessor made provision for it in para. 18 of his award. As I mentioned above, it is an admitted fact that during the time that the award was in force, the employer had no occasion to make payment for working overtime to any employee. At the same time, when normal hours of work are fixed for the employees, it is but fair that they should be compensated if they are made to work for more than the normal working hours. Every employee is supposed to work only for a particular period. If however someone is obliged to work for a longer period beyond his working hours, he should ordinarily be entitled to some extra remuneration. Actually payments for working overtime are provided for not only by awards but in some cases even by Statute. For instance, the Indian Mines Act makes provision for making payment to persons who have to work overtime. I therefore, hold that a provision must be made for overtime allowance. I would also make the same provision for this as was made by my learned predecessor who followed the award given in the case of the Associated Cement Co. Ltd. 1951, Vol. II, L.L.J., p. 399. The provision shall be as under:—

“Where the employee is required by the company to work more than half an hour beyond the normal hours of duty but within the limit prescribed by law, he will be paid overtime allowance on the basis of his salary or wage rate but without dearness allowance. The monthly basic wage of an employee should be divided by the number of scheduled working hours in a month in order to arrive at the hourly wage and payment should be made accordingly.

If an employee is called on a Sunday he should be paid at 1½ rate on that day and given a compensatory holiday. If called on a holiday he be given a compensatory holiday.”

(5) Officiating Allowance

24. When the different grades of pay are fixed for different posts, it is but fair that a person who is in the lower post should be paid some allowance if he officiates in the higher post or sometime. A person in the higher post has more responsible duties to perform, and that is why a higher scale of pay is fixed for the higher post. If a person is called upon to perform the duties of a higher post, it would mean that he would be performing more responsible duties and it would be but fair that a person who performs more responsible duties is paid for the same.

25. In this connection, it was argued on behalf of the management that such a contingency arises only in rare cases and that no dispute had ever arisen on this point and an award on the point would therefore be premature. The order of reference in this case mentions that an industrial dispute existed in respect of the matters specified in the schedule including the question of officiating allowance. This would *prima facie* mean that a dispute was in existence on this point. I may also point out in this connection that the Government can make a reference to a Tribunal not only when a dispute was in existence even when it was apprehended. [See Section 10(1) of the Industrial Disputes Act]. Again under this section, even the opinion of the Government about the existence or apprehension of an industrial dispute would give jurisdiction to it to make a reference. I therefore think that the present reference is competent.

26. I may also point out that a provision for officiating allowance was made under the previous award (3rd sub-para. of para. 5). As I said above, it is but fair that a person, who performs more responsible duties (though it may be temporary), should be paid for performing them. I would therefore order that an officiating allowance should be paid to a person who works in a higher post for ten days or more and that this allowance shall be equal to 20 per cent. of the starting scale of the higher post. Of course, this will be in addition to his own pay in the lower post.

(6) Leave and Holidays

27. Formerly the employees were being given fifteen days' leave per year and this leave was not accumulative. Under the award passed by my learned predecessor, the employees were entitled to casual leave of fifteen days per year

and to privilege leave of fifteen days which could be accumulated upto 1½ months. In addition to this, they were entitled to certain medical leave. After terminating the award, the management have framed a rule that the employees would be entitled to only 15 days leave per year. Regarding holidays, there were formerly no rules; but under the award passed by my predecessor, the employees were entitled to the same holidays as were enjoyed by the bank employees. After terminating the award, the management have fixed the number of annual holidays at 12. In this connection, it may also be noted that they have not allowed holidays of national importance like the Independence Day (15th August) and Republic Day (26th January).

28. The management relied mainly on section 8(1) of the Punjab Trade Employees Act, which lays down that every employee who has been in continuous employment for a period of one year would be entitled to not less than 14 days leave with full pay. They urge that under the above section, they have a right to give leave for only 14 days per year and the workmen are not entitled to more leave. As I pointed out above, the above Act is meant for making regulations concerning holidays of different employees and the above provision lays down that the employer must give at least 14 days leave per year. It does not mean that more leave cannot be given or should not be given.

29. The evidence of witness Balwant Singh shows that the employees of the Oriental Government Security Life Assurance Co. Ltd. are given casual leave for 15 days and privilege leave of 30 days every year. It further shows that the employees of the Oriental Government Security Life Assurance Co. Ltd. are given holidays which are declared to be public holidays by the Government under the Negotiable Instrument Act, and that other insurance companies working at Amritsar also observe the same holidays. The Union has, in its written statement, referred to several awards relating to insurance companies where the workmen have been allowed more leave than the leave sanctioned in the award of my learned predecessor. The Sastry award relating to banks also provides for more leave. The Union has also referred to cases of several insurance companies and pointed out that they grant more leave than the present company. These allegations have not been denied in the written statement of the management. The management's main stand is the provisions made in Section 8(1) of the Punjab Trade Employees Act referred to above and on the small number of holidays given in foreign countries. As I mentioned above when discussing the question of hours of work, the standard prevailing in foreign countries should not be applied to the employees in India especially if that is sought to be done on certain points only. In India, other insurance companies are given particular holidays and a particular period of leave to its employees. As pointed out by my learned predecessor, the present company is situated in the same building at Punjab Co-operative Bank Limited. The employees of that Bank are entitled to holidays as declared by the Negotiable Instrument Act and are also entitled to leave in terms of the Sastry Award. It would be but fair and proper that the employees of the present company should not be worse off than their colleagues in the same building.

30. As mentioned above, the management have now reduced the holidays to 12 per year and even holidays of national importance like the Independence Day and Republic Day have not been included therein. I have had occasion to consider the question of granting paid holidays to the colliery workers on Independence Day and Republic Day and I have held in my award in Reference No. 6 of 1952 published in the *Gazette of India*, Part II, Section III, dated 10th October 1953 at page 1602 that these days are of national importance and the workmen are entitled to enjoy them as paid holidays. There is no reason why the workmen of an insurance company should not get these holidays. In my opinion, therefore, the employees of the present company should be given the same holidays as are enjoyed by the employees of the Punjab Co-operative Bank Limited and I would order accordingly.

31. Regarding leave rules, I think that the leave rules framed by my learned predecessor are proper and they should be continued. The employees will be entitled to 15 days privilege leave every year which can be accumulated upto 1½ months. They would also be entitled to 15 days medical leave every year with full pay, and if any further medical leave is granted in excess of 15 days, it would be on half pay. If both the medical leaves are exhausted, the employees would be on leave without pay. The period of casual leave would be 15 days per year. The casual leave may be prefixed or suffixed to a holiday but not both. Casual leave should not be more than seven days at one time.

32. The Union urged that the workmen should be paid overtime allowance for the holidays on which they were required to work after the 13th July 1953 and also that my award on leave should be made retrospective from the 13th

July 1953. So far as the first contention is concerned, it may be noted that on termination of the previous award, there was no provision regarding holidays. The management could not then say that a particular day or days would be declared holidays. In the circumstances, I would not order payment of overtime allowance for working on holidays which occurred after the 13th July 1953. At the same time, I think that the employees must get some relief for being made to work on these days. I would direct that the different employees should be given leave on full pay for the number of holidays that they were required to work after the 13th July 1953. This number of days should be added to the leave otherwise due to them.

33. Regarding leave, I agree with the contention of the Union that the award should be retrospective. The workmen would be entitled to leave as stated above with effect from the 13th July 1953. Prior to that, the award of my learned predecessor was in force; and the employees were entitled to leave according to that award. The effect would be that the employees would be entitled to leave calculated at the above rates all throughout (i.e. without any break from the 13th July 1953 or any other date).

(7) *Revision of scales of pay and dearness allowance.*

(8) *Re-fixation of the pay of the employees of the Co-operative Assurance Co. Ltd., Amritsar in the pay scales prescribed by the Award of the Central Government Industrial Tribunal, Dhanbad, published with S.R.O. 472, dated the 8th March 1952.*

34. These two points can conveniently be taken up together. Formerly there were no scales of pay for the employees, though the company was established in 1906, and the pays of the different employees depended on the sweet will of the management. It however appears that some scales of pay were introduced from the 1st November 1950 and the different clerks were put in the new scales of pay framed at that time. The dispute between the company and the employees, including one about revision of pay, was, as I said above, referred for adjudication in May 1951 to this Tribunal. The question of revision of pay was duly considered by my learned predecessor and he framed certain grades and scales of pay and asked the employer to adjust the pays of the employees in the new scales framed by him according to the directions given in his award. The management re-fixed the pays of the different employees according to this award; but there is a dispute between them and the Union regarding this fixation. The Union contends that the pays of eighteen employees were not properly fixed; that is, the interpretation put on the award by the management in the case of these 18 employees is not correct. On the other hand, the management urge that they have properly fixed the pays of all employees in accordance with the terms of the award. This dispute forms the subject matter of point No. 8 before me.

35. The point No. 7 refers to the revision of scales of pay and dearness allowance for the workmen. The workmen urge that the cost of living has gone up and that the scales of pay and dearness allowance fixed by my learned predecessor require revision and that new scales of pay and dearness allowance should be fixed. On the other hand, the management urge that they cannot afford to pay higher scales to the workmen. This dispute forms the subject matter of issue No. 7.

36. I shall first take up issue No. 8 which relates to the re-fixing of pay of the employees in the pay scales prescribed by the award of my learned predecessor. He fixed the scales and grade of pay of the clerks as under:—

Junior Clerks .. Rs. 60—5—100—8—140—E.B.—10—180.

Senior Clerks .. Rs. 100—8—140—10—180—E.B.—10—220—10/2—240.

He then put in a note to the following effect:—

“The initial pay to be fixed at the stage in the proposed scale next above the pay he is drawing in his present scale and to add one increment in the proposed scales for every three completed years of service.”

He further observed that “It would be for the employers to adjust the pay of the employees under that. No one should get less than what he is getting now. I may mention in this connection that I have seen the Central Pay Commission Report of the Government of India at page 361.” I have been asked by point No. 8 referred to me by Government to re-fix the pays of the different employees in accordance with this award.

37. The management have raised certain preliminary objections. The first objection is that this question was urged by the workmen before the Appellate Tribunal and was not granted and hence this relief which was claimed and was not granted must be deemed to have been refused and this question should not be allowed to be re-agitated. I do not agree with this contention of the management. In the first instance, a copy of the memo. of appeal filed by the workmen has not been produced before me and I do not know what were the grounds of appeal raised by the workmen against the award of my learned predecessor. In any case, the question of interpretation of the award could not form the subject matter of the appeal. The appeal could be on grounds that the scales were not proper or the like. Actually the question of interpreting the award and re-fixing the pay of the employees was left to the management by my learned predecessor. The management fixed the pays of different employees according to the award with effect from the 14th April 1952. The appeal of the Union must have been filed prior to this (because the award was published in the *Gazette of India* on the 8th March 1952). In other words, the Union could not have urged in their memo. of appeal that the interpretation of the award by the management was not proper. Again the judgment of the Appellate Tribunal shows that no point about the interpretation of the award was raised and the only point urged by the Union against the award on this point was that the number of posts of senior clerks should have been fixed by the award. I am not satisfied therefore that interpretation of the award was a subject matter of the appeal and it could not be said that the Appellate Court had refused the present claim of the Union.

38. The second preliminary point that was urged before me was that the award had been terminated and hence it could not now be interpreted or re-opened. I do not agree with this contention also. Though the award may have been terminated, the liability thereunder would continue and if it is found that the pays were not properly fixed according to its terms and the employees were not properly paid, the employer would continue to be liable to pay the amount that should really have been paid to the employees. Further, it would always be open to the Government to refer a matter for adjudication and as the point has been referred for adjudication, this Tribunal has power to go into it. Point No. 7 refers to revision of pay scales and in considering and deciding that point, I would have to consider what the present pays of the different employees are.

39. I may then point out that it would be open to the Government to refer a matter of dispute to a Tribunal for adjudication. The Union appears to have been agitating this question about the re-fixation of pay according to the terms of the award all along and the Government have now thought it fit to refer the question for adjudication to this Tribunal. This gives jurisdiction to this Tribunal to consider and decide this point.

40. It was then argued that it may be open to the employees to claim arrears of pay by filing a suit in the Civil Court and this Tribunal has no power to consider the question. A Civil Court may have the power to decide the question as to what pay, if any, is due to an employee and the employee may have the right to file a civil suit to recover arrears due to him. It would not however take away the jurisdiction of this Tribunal to decide this question. Industrial Tribunals are appointed for early disposal of industrial disputes and when an industrial dispute is referred to a Tribunal, it gives jurisdiction to that Tribunal to decide that question. Merely because the Civil Court could decide these questions, it could not be said that the Tribunal would have no jurisdiction to do so.

41. Coming to the merits of this dispute, the Union has filed a statement Exhibit 27 showing the particulars of workmen whose pay was according to them not fixed properly. This statement contains the names of 18 persons. It was conceded that the pays of other employees have been properly re-fixed and there is no dispute about them. The management have filed three statements Exhibits 28 to 30 showing the re-fixation of pay according to their interpretation of the award. Thus the dispute between the parties is regarding the fixation of pay of the eighteen persons mentioned in the statement of Exhibit 27. There is no dispute about the dates of appointment of seventeen of these persons and the pays which these persons were getting on the date of the award. The dates of their appointment and their pays before the date of the award mentioned in Exhibit 27 are admittedly correct. The dispute about the re-fixation of their pays arises from the interpretation of the award.

42. The Union urges that in re-fixing the pay what the management should have done was that first they should have taken up the pay which the employee was drawing on the date of the award and put him in the stage next above that

pay in the new scales of pay. After this, one increment for every three completed years of service should have been added and the pay so arrived at should have been fixed as the pay, according to the interpretation of the award. On the other hand, what the management have done is that they have added one increment for every three years of service from the pay of Rs. 60 which is the initial scale of the grade as fixed in the award and they urge that this is the pay which the particular employee could get; but because the award directed that no one should get less than what he was getting at that time, the pays of certain employees were fixed at the same amount as they were then getting. I am unable to agree with this interpretation of the management.

43. The note in the award mentions that the initial pay should be fixed at the stage in the proposed scale next above the pay he was drawing in his present scale, and one increment was to be added for every three completed years of service to this. In other words, the initial pay was to be considered at the stage next above the pay which the employee was drawing at the time of the award. There is no justification for the management in taking the pay of every employee at Rs. 60, which was the initial pay of the new scale of junior clerks. The words used in the award that the initial pay should be fixed at the stage next above the pay which the employee was drawing in his present scale are clear and unambiguous, and the management are not justified in taking the pay of every one as the initial pay of the new scale.

44. The management laid stress on the sentence "No one should get less than what he is getting now" and urged that this sentence would be redundant, if in the case of every employee, the scale was to be fixed at one stage above the pay he was then drawing and then to give increments to him according to the length of his service. This sentence may be redundant. It must have been added probably to safeguard the interests of the employees, so that under no circumstances would there be a possibility of any employee getting less than what he was getting at the time of the award. This sentence however, does not justify the interpretation of the management. That interpretation is against the clear words found in the above note and cannot be reconciled with those words. On the other hand, the interpretation urged by the Union is in no way repugnant with any part of the award nor is it repugnant with the sentence that no one should get less than what he was getting. In my opinion, the interpretation of the Union is therefore correct.

45. I may then point out that the interpretation of the award as made by the management has led to anomalous results. It has not only led to certain employees continuing to get the same pays which they were getting at the time of the award, but their increments have been delayed; that is, they got their increments much later according to the interpretation of the award than what they would have got if there had been no award. For instance, if we take the case of the first workmen mentioned in the statement Exhibit 27, he was drawing a salary of Rs. 95 on the date of the award. If there had been no award, he would have got his next increment on the 1st November 1952 and his pay would have been raised to Rs. 100 from the 1st November 1952. According to the interpretation put on the award by the management, his pay was fixed at Rs. 95 on the 14th April 1952 under the award and his pay was raised to Rs. 100 on the 14th April 1953. In other words, because of the award, this employee got his increment about six months later than he would have got if there had been no award. The cases of some others are also similar. This also shows that the interpretation of the management is not correct.

46. Coming to the individual 18 cases referred to in the statement Exhibit 27, I have gone through each of the cases and I agree with the interpretation of the award as made by the Union in the case of Nos. 1 to 16. I however do not agree with their interpretation, so far as Nos. 17 and 18 are concerned.

47. No. 17, Sushil Kumar was appointed on the 27th February 1952 and was drawing a salary of Rs. 60 on the date of the award. He had thus not put in even one fortnight's service at the time of the award. As a matter of fact, he was then on probation. According to the Union's interpretation of the award, this employee's pay should have been re-fixed at Rs. 65 under the terms of the award. That would mean that though he had not put in even a fortnight's service, he would be getting Rs. 65 i.e. he would be deemed to have earned one increment

without putting in a year's service. This would not be fair or proper. In my opinion, his pay should have been re-fixed at Rs. 60 but he should be held entitled to an increment every year from the date of his appointment. That is, he would be earning his first increment on the 27th February 1953 and thereafter annually on 27th February.

48. Regarding No. 18 Baldev Raj, it appears that he originally joined the service of a Bank which is a sister concern of the present company. He was serving in the Peshawar branch of the Bank, which had to be closed down due to partition of India in 1947. He was thereafter taken up in this concern and the management have treated him as a fresh entrant as having been appointed on the 29th January 1948. In my opinion, the management were justified in doing so. The employee may have been serving in a sister concern; but technically that employer was different from the present employer. It may be that other employees serving in the Peshawar branch may have been absorbed in other branches of the Bank; but that would make no difference so far as the present employer is concerned. A Bank which has to close down one of its branches would ordinarily be justified in retrenching persons serving in that branch. If they could find alternate employment for some of them, the others could not make a grievance of it. Assuming however that others have a rightful grievance, they would have it against the Bank and not against the present concern. When this employee was taken up in this concern this concern was entitled to treat him as a new recruit and treat the date of his appointment in this concern as the date of joining service. In my opinion, therefore, his pay has been properly re-fixed at Rs. 65 under the interpretation of the award.

49. I have prepared a statement and annexed it to this award showing the re-fixed pay of the eighteen persons mentioned in the Union's statement Exhibit 27, and hold that these persons were entitled to the pays shown against their names on the day of the implementation of the previous award. I also hold that all of them, except No. 17, would earn their increments every year from the date of the implementation of the award. No. 17 (Sushil Kumar) would earn his first increment on the 27th February 1953 and every subsequent annual increment on the 27th February. The different employees should be paid the arrears that would be due to them according to the above interpretation within one month of the award becoming enforceable.

50. Coming to Point No. 7 regarding revision of scales of pay and allowances, I think that looking to the scales of pay which have been fixed and especially after my above interpretation of the previous award, I think that the pays do not require any revision. Mr. Mukund Lall on behalf of the management drew my attention to the fact that the business of this concern had decreased from 83 lakhs in 1946 to 10½ lakhs in 1952 while their expenses had increased from 44,000 to 48,000. On the other hand, the Union urged that the business of the company in 1953 was more than 17½ lakhs. It may be remembered that the figures of 1946 would not be a proper guide in considering the condition of the company; because at that time the company had business in the area which now forms part of Pakistan. My learned predecessor had considered the difficulties and the hardships that the company had to bear on account of the partition while fixing the scales of pay. Thereafter the business of the company has increased. I may also point out that the company has been paying dividends to shareholders regularly, and that the balance sheets show that its financial condition is good. Under the law the company can spend upto 17 per cent. of its income for expenses. Its present expenses are less and it cannot thus be said that company cannot afford to pay its employees according to the scales fixed by my learned predecessor.

51. On the whole, I direct that the scales of pay fixed by my learned predecessor should continue. The different employees should be paid at these scales all along, as if the award continued to remain in force without any break.

I pass my award accordingly.

(Sd.) L. P. DAVE, Chairman,

Central Government's Industrial Tribunal,
Dhanbad.

ANNEXURE

The amount of refixed pay according to the terms of the previous award (see para 49 above)

S. No.	Name	Initial pay fixed on the date of implementation of the award
		Rs.
1	Sh. Amrit Krishan	108/-
2	„ Ram Parshad	80/-
3	„ Jagdish Chand	75/-
4	„ Satya Paul Mehra	75/-
5	„ Mohan Lall	75/-
6	„ Ram Lubhaya	75/-
7	„ Goverdhan Lall	70/-
8	„ Amar Nath	180/-
9	„ Satya Paul Tuli	70/-
10	„ Suraj Parkash	85/-
11	„ Ranjit Kumar	70/-
12	„ Sardari Lall	70/-
13	„ Dev Dutt	90/-
14	„ Lal Chand Passi	80/-
15	„ Gauri Shanker	75/-
16	„ Laksh Patti	60/-
17	„ Sushil Kumar	60/-
18	„ Baldev Raj	65/-

(Sd.) L. P. DAVE Chairman,

Central Government's Industrial Tribunal DHANBAD.

[No. LR.90(162)II]

New Delhi, the 29th April 1954 .

S.R.O. 1527.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Tahir Khan, a workman of Gaslitan Colliery:—

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

APPLICATION No. 291 of 1953

(arising out of Reference No. 6 of 1952).

In the matter of an application under section 33A of Industrial Disputes Act, 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B., *Chairman.*

PARTIES:

Tahir Khan of Gaslitan Colliery, P.O. Sijua, c/o Koyala Mazdoor Panchayat, Jharia, District Manbhum—*Complainant.*

Versus

The Manager, Gaslitan Colliery, P.O. Sijua, District Manbhum—*Opposite party.*

APPEARANCES:

No appearance on behalf of the Complainant.

Shri S. S. Mukherjea, B.Sc., B.L., Pleader, Dhanbad—*For the Opposite party.*

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that his services were terminated by the opposite party during the pendency of Reference No. 6 of 1952 without obtaining the permission of the Tribunal. He therefore prayed that he should be reinstated from the date of discharge.

3. The opposite party, by its written statement, contended *inter alia* that it had not terminated the services of the complainant during the pendency of Reference No. 6 of 1952. It was also urged that another application under Section 33A had been filed on behalf of the applicant and was later on withdrawn.

4. At the hearing, the complainant is not present, though served with notices. On merits also, I think that this complaint cannot be granted. It is a complaint under Section 33A. Under that section, an aggrieved workman can file a complaint if the management have contravened the provisions of Section 33 during the pendency of a reference before a Tribunal. Section 33 also lays down that an employer cannot discharge a workman without the express permission of a Tribunal while proceedings were pending before it. In other words, a complaint under Section 33A could be maintainable only if the complainant was dismissed during the pendency of a reference before a Tribunal.

5. In the complaint, the complainant has alleged that his services were terminated during the pendency of Reference No. 6 of 1952. He has not given the date of his discharge. This reference was referred to this Tribunal by an order dated the 5th May 1952. The opposite party has denied that the complainant was dismissed during the pendency of Reference No. 6 of 1952. It has produced the charge sheets served on the complainant and they show that the complainant was served with two charge sheets dated the 11th September 1951 and the 14th September 1951, and that an order of his dismissal was passed on the 19th September 1951 and the letter of dismissal was served on him on that very date.

6. On going through the record in Application No. I.T.R.(57A) of 1951, purporting to be one under Section 33A of the Industrial Disputes Act made by the General Secretary, Koyala Mazdoor Panchayat, Jharia, I find that the said application was made on the ground that the opposite party had dismissed three workmen during the pendency of Reference No. 20 of 1951. The present complainant was one of the persons mentioned therein as having been dismissed on the 19th September 1951. (Later on, this application was withdrawn.) This also shows that the present complainant was dismissed on the 19th September 1951. At that time Reference No. 6 of 1952 was not pending before this Tribunal and it could not therefore be said that the complainant had been dismissed during the pendency of Reference No. 6 of 1952. That being so, there was no breach of Section 33 of the Industrial Disputes Act on the part of the management and the complainant would not be entitled to maintain a complaint under Section 33A of Industrial Disputes Act.

7. The result is that the present complaint is not maintainable and is dismissed.

I pass my award accordingly.

(Sd.) L. P. DAVE, *Chairman*,

Central Government's Industrial Tribunal,
Dhanbad.

The 10th April, 1954.

[No. LR.2(365/I).]

S.R.O. 1528.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to Chanch, Laikdih Deep, New Laikdih Deep, and Junkundar and Parbella collieries and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 2 OF 1953

PRESENT:

Shri L. P. Dave, B.A., LL.B., *Chairman*.

PARTIES:

The employers in relation to the Chanch, Laikdih Deep, New Laikdih and Junkundar and Parbella collieries;

AND

Their workmen.

APPEARANCES:

Shri Kanti Mehta, General Secretary, Bihar Colliery Mazdoor Sangh—*For the workmen*.

Shri K. B. Bose, Barrister-at-Law, and Shri D. Basu Thakur, Advocate, Solicitors, Messrs. Orr Dignam & Co., Solicitors—*For the employers*.

AWARD

The employers in relation to Chanch, Laikdih Deep, New Laikdih and Junkundar and Parbelia collieries and their workmen jointly applied to the Government of India for making a reference in respect of the dispute in respect of matters specified below:

- (1) The workmen when they go on leave and return for work after the expiry of leave should get return railway fare with retrospective effect.
- (2) The workers should get uniform and footwear at concession price and cloth at half price from 1948.
- (3) The coal cutters should be supplied empty tubs at the working face or be paid extra wages for pushing empty tubs from the point where the trammers leave to the working face.
- (4) Those workers who are not provided with quarters by the management should get house rent.

Thereupon the Government of India, Ministry of Labour, by Order No. LR.2(377), dated 30th March 1953 referred the said dispute for adjudication to this Tribunal.

2. Notices were issued to the parties, who filed their respective written statements. I shall refer to the respective contentions, when discussing the different points:

Points (1) and (4):

- (1) The workmen when they go on leave and return for work after the expiry of leave should get return railway fare with retrospective effect.
- (4) Those workers who are not provided with quarters by the management should get house rent.

3. The first point relates to payment of return railway fare to the workmen and the other point refers to the payment of house rent to them. Both these points relate not only to these collieries but to the industry as a whole. The management in their written statement had contended that the claims of the workmen on these points affected the entire coal industry and should therefore be decided on an industry-wise basis. Actually parties asked for adjournments more than once on the ground that the points involved in this case were likely to be referred by the Government for adjudication on an industry-wise basis. During the pendency of this reference, the Government have now appointed a special Tribunal called the All India Industrial Tribunal (Colliery Disputes) by their Order No. LR.2(17)/54-I, dated 22nd February 1954 and several points have been referred to that Tribunal. The parties thereto are the collieries situated in Bihar, Bengal, Madhya Pradesh etc. The present collieries are also among them. Point No. (3) in the above reference refers to return railway fare and point No. (6) refers to payment of house rent. This would mean that the questions of return railway fare and house rent will now be decided on an industry-wise basis. It would therefore be not proper that they should be heard or decided in this reference. As a matter of fact, Mr. Mehta appearing on behalf of the workmen did not press these points in this reference and said that I should not go into these questions which will be decided by the new Tribunal, appointed for this purpose.

Point No. (2)

The workers should get uniform and footwear at concession price and cloth at half price from 1948.

4. This refers to two points, one relates to uniform and footwear and the second to cloth. So far as uniform and footwear are concerned, they form one of the points referred to the Tribunal above referred to and the same remarks which relate to return railway fare and house rent would apply thereto also. Mr Mehta also conceded that I should not go into the question of uniform and footwear in this dispute.

5. The other part of this point refers to cloth. The workers' demand is that they should get cloth at half price from 1948. Their case in this connection is detailed in paras. 17 and 18 of their written statement. Therein they have urged that the supply of cloth at half price was a practice and condition of service of the workers of the collieries in question and that the said benefit which was capable of being interpreted in terms of money was arbitrarily stopped without

any compensation in lieu of supply of cheap cloth since 1948. They therefore claimed cash compensation for the past years and cash concession at the rate of half the market price of cloth in future.

6. The reply of the management is contained in paragraphs 9 to 14 of their written statement. They denied that supply of cloth at half price or at concession rate was a condition of service of the workmen either of these collieries or of the industry. They also denied that the workmen were entitled to any compensation in lieu of supply of cheap cloth. It was alleged that during the last world war, cloth was practically unavailable through normal trade channels and people as a whole suffered from acute shortage of cloth. To provide relief to the workmen, the industry entered into an agreement with the Government, whereby the industry agreed to distribute standard cloth at concession rates to the workmen if the Government assured steady supply. The Government supplied standard cloth to the various Associations of the colliery employers for distributing to the workmen. This supply was stopped by the Government in 1948 when cloth was decontrolled and the distribution of cloth by the industry thereupon naturally came to an end. It was further urged that this arrangement was a war time measure to provide relief to the workmen when normal trade channels had almost ceased to function. The wages of the workmen were very low during war years prior to Conciliation Board Award and so the industry agreed to distribute the standard cloth at a concession rate to the workmen, so that workmen may not be required to pay in full from their low wages to the then high prices of controlled cloth. The said concession was entirely *ex-gratia* and temporary. It was lastly contended that this question also referred to the entire industry and should be decided on an industry-wise basis. At the hearing also, this point was again stressed that it was argued that in view of the appointment of a Tribunal to hear the disputes on an industry-wise basis, this question could not and should not be gone into by this Tribunal.

7. From the evidence before me, it appears that the workers working in the different collieries were supplied cloth by the employers from 1944 and that this practice was discontinued somewhere in 1948. It is an admitted fact that standard cloth was supplied to the workers at half price. Every worker was entitled to get either one dhoti or one saree every quarter at half price. It also appears that he was, in addition to this, also entitled to get $2\frac{1}{2}$ yards of markin cloth every half year at half price. Regarding supply of markin cloth, the management urged that the supply of this cloth was at cost price and not at half price. The evidence of Mr. Bhattacharya Exhibit 31, examined on behalf of the management however shows that markin cloth was also considered standard cloth and $2\frac{1}{2}$ yards of this cloth was given to each workman every half year at half price. Mr. Bhattacharya is now working as the Chief Welfare Officer of the collieries managed by Messrs Macneill & Barry Limited. Between 1944 and 1946, he was working as Senior Labour Officer of Tata's collieries. In between, he was working as Inspector of Labour Welfare (Mines) and Chief Welfare Officer (Mines) under the Coalmines Welfare Organisation. He has thus been connected with the Mining industry from 1944 and the nature of his duties would enable him to know the correct position. I believe him. As against this, Mr. Rakshit Exhibit 32, who is Agent of four of the present collieries, was not quite sure whether the supply of markin cloth was at full cost price or at half cost price. I hold that markin cloth was supplied at half cost price and that it was considered to be standard cloth. I hold that standard cloth was supplied to the workmen at half cost price between 1944 to 1948.

8. In this connection, I may also state that the management have produced two letters, Exhibits 55 and 56. The first letter is a circular from the Administrator of Foodgrains and Colliery Supplies of the Indian Mining Association to its members wherein he has stated that the standard cloth should be sold at half price only to labourers receiving less than Rs. 25 per month and that the labourers receiving Rs. 25 and over should be charged full prices. Exhibit 56 is a letter from the Secretary, Indian Mining Association, Jharia Coalfield Committee addressed to the Manager, Food Department in which it is mentioned that large quantities of standard cloth were coming forward and that they would be in excess of requirements for supply only to labourers drawing a basic salary of Rs. 25 or less. It was further mentioned that the Committee was of opinion that the supply should now be made to those drawing salaries in excess of Rs. 25 per month basic but that such sales should be at cost price. Extract Exhibit 43 is from a letter of the Manager of Parbelia colliery to the Pit Committee of that colliery. It mentions that the rule for issuing of cloth was that there should be 40 days attendance per quarter for underground workers and 60 days attendance per

quarter for surface workers. These documents would go to show that all workmen were not given standard cloth at half prices; but workmen whose wages were less than Rs. 25 and who had put in particular attendance were supplied the cloth at half prices; while others had to pay full prices.

9. At the hearing, the workmen further urged that they were supplied with other kinds of cloth and clothing also at half cost price. It was said that the workmen were given one blanket, one sweater, and woollen coating cloth also at half price. As against this, the case of the management is that the collieries had made arrangements for the supply not only of articles like blankets, sweaters etc. but they had also made arrangement for the supply of other consumer goods to the workmen; but in the case of these articles including non-standard cloth, they were charging full cost price to the workmen and the workmen were not supplied these articles at concession rates. It was argued that at that time due to the war and conditions prevailing after the end of the war, several kinds of articles had become scarce in the market and ordinary people found it difficult to obtain those articles at reasonable prices. The industry therefore made arrangements to obtain these articles on their own responsibility from the market and supplied them at cost price to the workmen. The evidence of Mr. Bhattacharya Exhibit 31, and Mr. Rakshit Exhibit 32 shows this. As I mentioned above, Mr. Bhattacharya has been connected with the Mining industry since 1944 and the nature of his duties would make him acquainted with the correct facts. He is an independent witness and I believe him.

10. I may here refer to the letter, Exhibit 34, from the Chief Mining Engineer of the present management to the Manager of the Chanch colliery stating that blankets should be issued at bazar prices, i.e., Rs. 1-12-0 each and the loss on blankets of approximately 0-4-0 each would have to be borne by the company. This shows that ordinarily blankets were supplied to the workers at cost price, but when the cost price was higher than the prevailing market price, they were supplied at market price; because otherwise, the workers would not purchase them from the colliery but would purchase them from the market. The letter is however important to show that the supply of blankets was not at half cost price but at full cost price.

11. Looking to the evidence and circumstances in the case, I agree with the contention of the management that non-standard cloth was supplied at full cost price and not at half price or at any concession price. The only cloth that was supplied at half cost price was standard cloth, that is, dhotis (or saris) at the rate of one per quarter and markin cloth at the rate of 2½ yards per half year. It also appears that the supply of the standard cloth at half price was made to workers drawing less than Rs. 25 per month, and that too, only if the workers had put in a particular attendance during the quarter.

12. It is an admitted fact that the supply of cloth was stopped by all the collieries in 1948. So far as standard cloth was concerned, it was supplied by the Government to the collieries, through their Associations, according to their individual needs. The other articles including non-standard cloth were purchased by the collieries on their own responsibility and sold to the workmen at full cost price. In 1948, there was de-control of cloth, and the Government stopped supply of standard cloth to the collieries and naturally, the collieries stopped supply of this cloth to the workmen. So far as non-standard cloth was concerned, it was never supplied at concession price and workmen could make no grievance in respect thereof.

13. The contention of the management is that they were supplying cloth to the workmen so long as Government used to supply the same to them. As the Government stopped supply of cloth to them, they could not supply the same to the workmen and hence this demand of the workmen cannot be granted. As observed by the Conciliation Board Award in para. 36 of their award, the managements of the collieries have no responsibility regarding the supply of cloth to the workmen. Mr. Mehta on behalf of the workmen conceded that in view of the Government having stopped the supply of cloth to the collieries, the collieries could not supply cloth in kind to the workmen; but he urged that they could have compensated the workmen in cash for the loss that the workmen suffered by the stoppage of supply of standard cloth at half price. The claim made in the written statement of workmen is for payment of cash compensation and cash concession equal to half the market price of cloth. Thus the only question that will have to be considered is whether any compensation should be awarded to the workmen in lieu of cloth at concession price.

14. In this connection, it is to be remembered that the supply of cloth at half price was started in 1944 when the wages of the workmen were low. Wages were revised by Conciliation Board Award in 1947. In calculating the earnings or emoluments, which a workman would get, the Board did not consider the value of cloth concession, which was then in force. The management urged that this circumstance showed that the Board considered the supply of cloth at concession price to the workers only as a temporary measure. Whether it was so or not, the fact remains that the industry as a whole has stopped the supply of cloth at concession rates to the workmen from 1948. Admittedly, not a single colliery in the entire industry has given any compensation in lieu of the stoppage of cloth at concession rates after 1948. Thus the question whether the workmen should be given anything by way of compensation because of the stoppage of cloth at concession rates is a question which affects the entire industry. To make an order in favour of the workmen in this case would lead to repercussions and it would not be proper for me to make such an order, especially when a reference on an industry-wise basis has already been made by the Government and one of the questions which the Tribunal appointed as stated above will have to decide will be the payment of wages. It would be open to the Tribunal to consider whether the workmen are entitled to obtain any additional amount on this ground. On the whole, I think that it would not be proper for me to give a decision on this demand of the workmen.

Point No. (3)

The coal cutters should be supplied tubs at the working face or be paid extra wages for pushing empty tubs from the point where the trammers leave to the working face.

15. The contention of the workmen is that the miners cut and load coal and the trammers push the tubs from and to the working face. Both the miners and trammers are piece-rated workers. The trammers have some distance limit and they leave the tubs accordingly on the ground that they are not expected to push them any further. The miners maintain that to push the tubs to the working face from the point where the trammers leave them is not covered under their rates. The company used to engage special trammers up to 1948 for pushing the empty tubs from the point where the trammers left them at the working face. The company however stopped the old practice of engaging special trammers for this work and compelled the miners to do this work. The companies did make some payments for this extra work, but they said that it was given by way of *bakshis* (*ex-gratia* payment). No rate is or was fixed or maintained and the whole payment is arbitrary and capricious. Other collieries are giving extra remuneration to the miners for this work. The workers therefore urged that the coal cutters should be supplied empty tubs at the working face or be paid extra wages for pushing empty tubs from the point where the trammers leave them to the working face. No rate was suggested by the workmen in their written statement; but in the course of his arguments, Mr. Mehta said that the rate should be two pice per hundred feet, in excess of the first hundred feet and that this rate should be inclusive of dearness allowance; that is, nothing more should be paid on these wages by way of dearness allowance.

16. The reply of the management is that it has always been the practice in the coalfield that the miners bring the empty tubs from the place where they are left by the trammers at the haulage line to the working face. This distance is generally very short and does not involve much effort or time. The Conciliation Board Award while fixing the wages for miners did not recommend any extra wages for pushing the empty tubs. No extra remuneration was paid at these collieries for pushing empty tubs.

17. At the time of hearing, the management raised an objection that this point also should not be considered by this Tribunal, because it will be considered by the Tribunal appointed as above on an industry-wise basis. It was urged that this question did not relate to one particular colliery but related to the entire industry. It was also said that as one of the points referred to the new Tribunal was standardisation, it would have to consider this point. I am unable to accept these contentions.

18. At the outset, it may be noted that in their written statement the management had urged that the points involved by issues 1, 2 and 4 affected the whole industry and should be decided on an industry-wise basis. (See paras. 8, 14 and 18). The written statement of the management regarding this issue (issue No. 3) is contained in para. 15. There is no allegation therein that this point affected the entire industry or that it should be decided industry-wise. It may then be noted that this question has not been specifically referred to the new Tribunal. I do not think that standardisation of wages would include the question as to whether

any payments would have to be made for pushing of empty tubs. In this connection, I may refer to Exhibit 60 which has been produced by the management. It is a copy of a memorandum submitted to the Ministry of Labour on behalf of the workers in the coal industry, as a result of which, it is said the new reference on industry-wise basis has been made. Para. 5 of this memorandum deals with standardisation of wages and it shows that the demand of the workmen was that there should be the same wage structure in the entire industry. It has been urged that the wage structure in the different coalfields is different and that it varies even from colliery to colliery often under the same management. Thus the demand for standardisation of wages for the same work done by the different workmen in the different collieries would not cover the question as to whether a workman should get any extra remuneration for doing the work of pushing empty tubs.

19. It may also be noted that this question would not arise in all collieries. For instance, there may be collieries which may have made arrangements (by engaging trammers) for pushing empty tubs from the haulage line to the working face. There may be collieries where this distance may not exceed 100 feet or so and the question of payment for pushing of empty tubs may not arise. It is thus a question which may relate only to some collieries and not all. Further even if this question does affect some other collieries, the passing of an order in this award would not have wide effects or repercussions. On the whole, I think that the contention of the management that I should not go into this question cannot be accepted.

20. Coming to the merits of the case, the workmen demand that they should be paid extra remuneration for pushing empty tubs from the haulage landing to the working face. Their contention is that wages paid to them are for cutting coal and loading into wagons, and that they are not supposed to push empty tubs from the haulage landing to the working face. On the other hand, the management contend that it is the normal duty of the loaders and miners to push empty tubs from the haulage landing to the working face and that this fact is taken into consideration when fixing the rates of wages. They also say that in actual practice the workmen do push empty tubs like this in all collieries.

21. I do not agree with the contention of the management that it is the normal duty of the miners and loaders to push empty tubs from the haulage landing to the working face. The distance between the haulage landing and the working face varies from time to time and place to place. Very often it is negligible; but some times, it may extend even to 1,000 feet. The rates for miners and loaders remain the same, whether the working face is quite close to the haulage landing or very far away. If the rates varied from place to place, I would have agreed that the pushing of empty tubs was taken into consideration in fixing the rates. As it is, the rates are the same in all collieries and at all places, irrespective of the distances of the working faces from haulage landings.

22. It is an admitted fact that the employers keep trammers for taking the empty tubs from the bottom of the pit to the place from where the mechanical haulage works; from there, they are taken by mechanical haulage to the different landings. Similarly, trammers are kept for pushing loaded tubs from the working face to the haulage landing (from where they are taken by the mechanical haulage to the bottom of the pit). I think that it stands to reason that the management must employ trammers or other workmen for pushing empty tubs from the haulage landing to the working face.

23. It may be true that in actual practice the miners and loaders may be pushing the empty tubs from the landing to the working face; but this does not necessarily mean that it is part of their duty to do so. Miners and loaders are piece-rated workers and their wages depend on the number of tubs of coal cut and loaded by them during eight hours they work per day. They would therefore be interested in seeing that they get tubs quickly, so as to enable them to load them immediately the coal is cut. If they were to depend entirely on the trammers they would have to wait till the trammers bring the tubs. Human nature being what it is, the miners and loaders would bring the empty tubs from the haulage landing to the working face to enable them to load the tubs quickly and thereby save their time. I think therefore that the fact that the miners and loaders may be pushing empty tubs from the haulage landing to the working face would not necessarily mean that it is their normal duty to do so.

24. I may then point out that the allegation of the workmen in their written statement (as contained in paras. 25 to 27 of their written statement) is that the management had engaged special trammers for pushing empty tubs upto 1948 and then they stopped this practice and asked the miners to do this work; but they did pay some amount by way of bakshis (*ex gratia* payment) for this extra

work. The management's reply is contained in para. 15 of their written statement. It was stated *inter alia* that it was not correct (to say) that previously the miners were paid extra remuneration for pushing empty tubs as alleged in paras. 25, 26 and 27 by the workmen in their written statement and that the allegations in the said paragraphs were denied. At the hearing, Mr. Rakshit Exhibit 32 who is the Agent of Chanch, Laikdhi Deep, New Laikdih Deep and Jukundar collieries which are parties to the present dispute, stated that they occasionally paid some bakshis (*ex gratia* payment) to the miners, when there was a breakdown of the haulage. Thus though in the written statement, the payment of Bakshis was denied *in toto*, it was admitted at the time of hearing; but it was said that this payment was made not for pushing empty tubs from the haulage line to the working face but that it was paid when there was a breakdown of the haulage and the miners had to push some empty tubs which they were normally not to do. The management have not however produced any documentary evidence in support of any of their allegations.

25. By their application Exhibit 12, the Union made a request that the opposite party should produce accounts showing *ex gratia* payments made to the miners for pushing empty tubs from 1948 up-to-date. Accordingly the management were directed to produce these accounts. By their application Exhibit 13, they however stated that no such records were available. I cannot believe that the management had not got any records to show the details of any of the *ex gratia* payments made by them. As pointed out above, the management had, in their written statement, denied that they ever made any *ex gratia* payments. At the time of hearing, however, it was admitted that occasionally *ex gratia* payments had to be made; but it was alleged that they were made not for pushing the empty tubs from the haulage landing to the working face but for pushing tubs at times when the mechanical haulage broke down. They were called upon to produce records of accounts showing the *ex gratia* payments made from 1948 to up-to-date. They denied that any such record was available. An adverse inference must be drawn against the management for with-holding these documents and I would infer that the *ex gratia* payments must have been made to the workmen for carrying empty tubs from the haulage landing to the working face, when the distance must have been rather great.

26. It may then be noted that some payment is made to the miners for this work in the Malkera-Choitidih colliery belonging to the Tata Iron and Steel Co. Ltd. The question as to the rate for such payment would be a different matter; but the fact remains that some amount is paid to the workmen of this colliery for this work, showing that it is not the normal work of the miners to do the work of pushing empty tubs from the haulage landing to the working face.

27. It does not also stand to reason that a miner who is working at 100 feet from the haulage landing and who would have to push the empty tubs to a distance of 100 feet should get the same wages as a miner, who works at a distance of 800 to 900 feet from the haulage landing and would have to push the empty tubs to such a great distance. In my opinion, the miners are entitled to some extra remuneration for being asked to do this work of pushing empty tubs from the haulage landing to the working face. Of course, it would be open to the management to avoid this payment by engaging men for doing this work. Normally the miners are entitled to see that they are supplied with empty tubs at or near the place of their working; but if they are called upon to push empty tubs from the haulage landing to the working place beyond a particular distance, they must be compensated by some extra remuneration.

28. The Union have examined three witnesses in support of their case. The first is Mr. N. G. Mittra Exhibit 28, who is a Mining Sardar in Chanch colliery. He has said that when he was appointed in the colliery in 1944, the management had two persons for pushing empty tubs from the landing to the working face, but these persons were removed in about 1946-47, and thereafter this work was done by the miners. They were at first paid 0-1-0 per tub for a distance of 200 feet that they had to push empty tubs. He has also said that this amount was shown as a separate item in the bills prepared for making payments to the miners. This went on till 1948, after which the miners were sometimes paid some amount of bakshis (*ex gratia* payment) for doing this extra work. This witness is an office-bearer of the Union from 1948. His evidence is contradictory to the written statement. For instance, his allegation that between 1946-47 and 1948 the miners were paid 0-1-0 per tub for pushing empty tubs to a distance of 200 feet is made for the first time in his deposition. No such allegation is made in the written statement. On the contrary, it mentioned that till 1948 special trammers had been engaged by the management for pushing empty tubs and this practice was stopped and the miners were asked to do this work and were occasionally paid bakshis for it. In other words, the allegation that the miners were paid 0-1-0

per tub for 200 feet between 1946-47 and 1948 was not made in the written statement. I may also point out that if the workers were paid 0-1-0 per tub for carrying the empty tubs to a distance of 200 feet and if this amount was shown as a separate item in their wage sheets or bills, the workmen would have asked the management to produce these bills when they asked for other documents in their application Exhibit 12. I do not believe the allegation of this witness.

29. The second witness for the workmen is Mr. Ram Prasad Pandey Exhibit 29, who is working as a Mining Sardar in the Malkera colliery of Tata Iron and Steel Co. Ltd. He is the Secretary of the Union of that colliery since 1945 and is also a member of the Executive Committee of the Bihar Colliery Mazdoor Sangh. In his evidence Exhibit 29, he has said that the miners in his colliery are paid 0-1-0 per tub for pushing empty tubs from the landing to the working face if the distance exceeded 400 feet and was upto 700 to 800 feet. He has further said that no payment was made if the distance was less than 400 feet and also that no case arose of any distance exceeding 700 to 800 feet. He denied that payments were made only when distances exceeded 1,000 feet. In cross-examination, he stated that though the difference in the gradients in the two seams of his colliery was much the rate of 0-1-0 applied to both the seams. On the other hand, the management have produced a letter Exhibit 66 from the Superintendent of the Tata's collieries mentioning that the miners were paid 0-1-0 per tub (basic) for pushing the empty tubs whenever the distance exceeded 1,000 feet.

30. The last witness of the workmen is Mr. Ajodhya Prasad Gupta Exhibit 30. He is not himself actually working in any colliery, but has been a trade unionist for about 20 years. He has stated that in the South Bulliaree Kendwadih colliery, the miners are paid 0-0-6 per hundred feet per tub for a distance exceeding 100 feet for pushing empty tubs. He goes underground only when there is a dispute between the workers and the management and he could therefore have no direct or personal knowledge about the above payments alleged by him. No workmen is examined from this colliery.

31. As I said above, Mr. Mehta, at the time of arguments, urged on behalf of the workmen that the rate should be fixed at 0-0-6 per 100 feet, in excess of the first 100 feet and that this rate was inclusive of dearness allowance. This claim appears to me to be rather exaggerated. We have to remember that according to the Conciliation Board Award, a miner is entitled to basic wages of 0-12-0 per tub and dearness allowance of 1-2-0 per tub, i.e. he gets in all Rs. 1-14-0 per tub. Usually a miner loads about one tub every day when he puts in work of 8 hours; that is, he would be able to earn about 0-4-0 per hour. If we take into account this fact and the time that would be taken in pushing an empty tub from the haulage landing to the working face, it would be apparent that the claim of the workmen was rather exaggerated.

32. Taking into account the normal earnings of a miner and the time that would be required in pushing empty tubs, and also the fact that pushing of empty tubs involves less physical labour than cutting and loading coal, I would fix the rates for extra remuneration to be given to the miners, if and when they are required to push empty tubs from the haulage landing to the working face as under:—

0 to 250 feet—Nil.

250 to 500 feet—0-0-6 per tub.

500 to 750 feet—0-1-0 per tub.

750 to 1,000 feet—0-1-6 per tub.

For every additional 250 feet (or less)—0-0-6 per tub.

The above rates shall be inclusive of dearness allowance; that is, no dearness allowance will be payable on the amounts paid at the above rates for pushing empty tubs.

I pass my award accordingly.

The 10th April, 1954.

(Sd.) L. P. DAVE, Chairman,

Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(377).]

P. S. EASWARAN, Under Secy,

New Delhi, the 29th April 1954

S.R.O. 1529.—In pursuance of sub-paragraph (1) of paragraph 3 of the Coal Mines Provident Fund Scheme published with the notification of the Government of India in the Ministry of Labour No. PF15(5)/48 dated the 11th December, 1948, the Central Government hereby nominates Shri S. K. Haldar, I.C.S. Commissioner, Burdwan Division, West Bengal, as a member of the Board of Trustees of the Coal Mines Provident Fund constituted by the notification of the Government of India in the Ministry of Labour No. PF.15(13), dated the 12th April 1950 *vice* Shri B. Sarkar I.C.S. resigned.

[No. PF.4(8)/54.]

S.R.O. 1530.—In exercise of the powers conferred by sub-section (1) of Section 13 of the Employees' Provident Funds Act, 1952 (XIX of 1952), the Central Government hereby appoints Shri S. K. Basu Roy, Superintendent of the Accounts Office, Employees' Provident Fund Scheme, West Bengal to be Inspector for the whole of the State of West Bengal for the purposes of the said Act and of any Scheme made thereunder in relation to a factory engaged in a controlled industry or in an industry connected with a mine or an oil-field.

[No. PF.516(16).]

TEJA SINGH SAHNI, Under Secy.

New Delhi, the 29th April 1954

S.R.O. 1531.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (XXXV of 1952), the Central Government hereby appoints Shri Sarwan Singh Grewal, Deputy Chief Inspector of Mines, to be the Chief Inspector of Mines in India for all the territories to which the said Act extends, with effect from the afternoon of the 2nd April, 1954, *vice* Mr. N. Barraclough, granted leave preparatory to retirement.

[No. M-48(10)/53.]

New Delhi, the 4th May, 1954

S.R.O. 1532.—In exercise of the powers conferred by section 6 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946), the Central Government hereby directs that the following amendments shall be made in the Mica Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1950, namely:—

In the said Rules—

1. For clauses (i) and (ii) of rule 2, the following clauses shall be respectively substituted, namely:—

“(i) ‘Accounts Officer’ means in relation to Ajmer, the Accountant General of Central Revenues and in relation to other States, the Accountant General of the respective States.

(ii) ‘Controlling Officer’ means in relation to Bihar, the Welfare Commissioner, Mica Mines Labour Welfare Fund, Dhanbad, and in relation to other States, the Chairman of the Mica Mines Labour Welfare Fund Advisory Committee for the respective States”.

2. For rules 3, 4 and 5 the following rules shall be respectively substituted, namely:—

“3. *Constitution and management of the Provident Fund.*—The Provident Fund shall be administered by the Controlling Officer and shall be maintained by the Accounts Officer in rupees in India.

4. These rules shall apply to every employee holding a permanent and non-pensionable post in a substantive capacity: Provided that a person appointed on probation to a permanent post or appointed to officiate in a post which is vacant or the permanent incumbent of which does not draw any part of the pay or count service may, if he is confirmed without interruption, be allowed to join the Provident Fund with retrospective effect from the date of his joining the service. Provided further that an employee in temporary service may also be admitted to the Provident Fund, with the written consent of the Controlling Officer, with retrospective effect from the date he joined the service, if he has been employed in connection with the Fund for not less than a year and is in the opinion of the Controlling Officer likely to remain so employed for at least another two years.

Note.—No employee who is in receipt of a pension from Government shall be admitted to the Provident Fund.

5. *Nomination.*—(1) A subscriber shall, as soon as may be after joining the Provident Fund, send to the Controlling Officer a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Provident Fund in the event of his death before that amount has become payable, or having become payable has not been paid;

Provided that if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

(2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each nominee in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Accounts Officer through the Controlling Officer:

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination—

(a) in respect of any specified nominee that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified, in the nomination;

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein:

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) or the proviso thereto, the subscriber shall send to the Accounts Officer through the Controlling Officer a notice in writing cancelling the nominations together with a fresh nomination made in accordance with the provisions of this rule.

(7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Accounts Officer through the Controlling Officer".

3. To rule 6, the following sentence shall be added at the end, namely:

"The Accounts Officer shall issue to each subscriber an annual statement of account in the form set forth in the Third Schedule appended to these Rules".

4. In sub-rule (5) of rule 7, for the word 'sub-rule', the word 'rule' shall be substituted.

5. In rule 8—

(a) to clause (b) of sub-rule (1), the following proviso shall be added, namely:

"Provided that in the case of an employee who under the Rules is allowed to join the Provident Fund with retrospective effect, such monthly subscription shall not be less than ten per cent. of his pay until all arrears of such subscriptions are paid up in full".

(b) to sub-rule (3) after the proviso the following further proviso shall be added, namely:—

"Provided further that if a subscriber is permitted to subscribe for the period of leave without pay or for the period spent under suspension, the amount of subscription shall be determined as provided in sub-rule (6) of rule 7".

6. For sub-rules (1) and (2) of rule 10, the following sub-rules shall be respectively substituted, namely:

“(1) The Controlling Officer shall make yearly a contribution to the account of each subscriber from the Welfare Fund:

Provided that if a subscriber quits service or dies during the course of a year, proportionate contribution shall be credited to his account for the period between the close of the preceding year and the date of his retirement or death, as the case may be.

(2) The rate of contribution made by the Controlling Officer shall be $6\frac{1}{2}$ per cent. (1st 6th) of the subscriber's emoluments drawn during the year during which he subscribed to the Fund:

Provided that in case of an employee who is allowed to join the Provident Fund with retrospective effect such contribution shall not be less than ten per cent. of the subscriber's emoluments until all arrears of such contribution are paid up in full;

Provided further that for the period of leave during which he elected to subscribe the emoluments would mean the emoluments to which he would have been entitled had he been on duty, and for the period of leave without pay and for the period spent under suspension for which he was permitted to subscribe under sub-rule (6) of rule 7, the emoluments would mean the emoluments as determined by the Controlling Officer under the said rule”.

7. In rule 11—

(a) Rule 11 shall be renumbered as sub-rule (1) of that rule.

(b) In sub-rule (1) as so numbered for the words, “on subscriptions to General Provident Fund on the amount at his credit in the Fund”, the words “on a subscriber's accumulations in the Provident Fund” shall be substituted and after sub-rule (1) as so numbered the following sub-rules inserted, namely:

“(2) In addition to any amount to be paid under rule 17, interest thereon upto the end of the month preceding that in which payment is made, or upto the end of the sixth month after the month in which such amount became payable, whichever of these periods be less, shall be payable to the persons to whom such amount is to be paid; provided that no interest shall be paid in respect of any period after the date which the Accounts Officer has intimated to that person (or his agent) as the date on which he is prepared to make payment in cash, or if he pays by cheque, after the date on which the cheque in that person's favour is put in the post”.

“(3) Interest shall be credited with effect from the 31st March of each year in the following manner:—

- (i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year—interest for twelve months;
- (ii) on sums withdrawn during the current year—interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;
- (iii) on all sums credited to the subscriber's account after the 31st March of the preceding year—interest from the date of deposit up to the 31st March of the current year;
- (iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-rule (3) of rule 10;

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, up to the date on which the amount standing at the credit of the subscriber became payable”.

8. After clause (c) of sub-rule (i) of rule 12, the following clauses shall be added, namely:—

- “(d) education outside India, whether for an academic, technical, professional or vocational course,
- (e) medical, engineering and other technical or specialised courses in India beyond the High School stage, provided that the course of study is not less than three years”.

9. For rule 13, the following rules shall be substituted, namely:

"13. Any advance shall be recovered from the subscriber in such number of equal monthly instalments as the Controlling Officer may direct but the number shall not be less than 12 unless the subscriber so elects or in any case more than 24, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such instalments. The instalments shall be expressed in whole rupee and recovered from the subscriber's salary in the manner indicated in rule 9. Recovery shall commence on the first occasion after the advance is made on which the subscriber draws emoluments, other than leave salary or subsistence grant, for a full month.

14. After the principal of the advance has been fully repaid, interest thereon shall be recovered in one instalment at the rate of 1/5 per cent. of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal:

Provided that when the advance is distributed to be recovered in more than 19 instalments, the interest may be recovered in two instalments".

10. Rule 14 shall be re-numbered as rule 15, and in clause (b) of the rule so re-numbered, for the words 'three years', the words 'five years' shall be substituted.

11. Rules 15 and 16 shall be omitted and rules 17 and 18 shall be re-numbered as 16 and 17 respectively.

12. In rule 17 so re-numbered—

(a) for the words "less the amount of un-recovered advance and interest thereon, if any", the words and figures "subject to any deductions under rule 15" shall be substituted.

(b) for clause (iii), the following clause shall be substituted, namely:

"(iii) in the event of the death of the subscriber without having made a nomination in accordance with these rules or whose nominee or nominees or alternate nominee or nominees has/have not survived the subscriber, to the members of his family in equal shares:

Provided that no share shall be payable to—

(a) sons who have attained legal majority;

(b) sons of a deceased son who have attained legal majority;

(c) married daughters whose husbands are alive;

(d) married daughters of a deceased son whose husbands are alive,

if there is any member of the family other than those specified in clauses (a), (b), (c) and (d):

Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted the provisions of clause (a) of the proviso.

13. For the FIRST SCHEDULE AND SECOND SCHEDULE to the Rules, the following Schedules shall be substituted.

Account No.

Date of Acceptance of nomination by Accounts Officer

I hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Provident Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manners shown below against their names.

2. I also request that the amount payable as above to the minors be paid to the persons named against them :—

Name and addresses of the nominee	Name and address of the alternate nominee in the event of the person so nominated predeceasing	Relationship with the subscriber	Whether major or minor. If minor state age	Share of deposit payable	Name and address of the person to whom share is to be paid on behalf of minor	Sex and percentage of person referred to in previous column	Contingencies on the happening of which the nomination shall become invalid	Remarks
1	2	3	4	5	6	7	8	9

3.* I hereby cancel the declaration made by me previously on the.....(Date).

*To be scored out if not applicable

(Signature of subscriber)
Date of declaration.....

Witnesses :-

I
Signature of witness
No. 1
Name and address ...

2.
Signature of witness
No. 2
Name and address

SECOND SCHEDULE

Provident Fund Account and Abstract Balance of each subscriber

Name of subscriber..... appointment or appointments Corresponding date(s) of appointment
held under the Welfare Fund.....

Account No.....

Date of admission to the Provident Fund..... Remarks or special provision, if any.....

Pay on 31st March of preceding year		Subscription			Contribution by the Welfare Fund		
Rs.....	Subscription	Refunds of withdrawals	Total	Withdrawals	Monthly balance on which interest is calculated	Subscriber's emolu- ments drawn on duty or his leave salary, if he elects to subscribe during leave	Withdrawals Remarks.
19-	19-						
<hr/>							
April
May
June
July
August
September
October
November
December
January
February
March

March (Final) .
March (Supplementary) .

TOTAL .

Balance from 19 19- .

Deposits and Refunds as
above.

Interest for 19 -19 .

TOTAL .

Deduct—Withdrawals as
above.

Balance on 31st March 19.

Calculated by

Contribution by the
Welfare Fund on Rs. @
Balance from 19-19

Interest for total -19

TOTAL

Deduct—Withdrawals
as above
Balance on 31st March 19

Checked by

MICA MINES LABOUR WELFARE OFFICE ESTABLISHMENT

CONTRIBUTORY PROVIDENT FUND

Office of the Accountant General,.....
 Year of Account 19.....19.....
 Rate of Interest per cent

Account No.	Name of subscriber	Opening Balance	*Deposits during the year	Interest for the year	Withdrawals during the year	Balance
1	2	3	4	5	6	7
		Rs.	Rs.	Rs.	Rs.	Rs.

*Includes recoveries made during the month of April to March.

NOTE 1.— The subscriber is requested to state whether he desires to make any alteration in any nomination made under rules of the Fund.

NOTE 2.— In cases where the subscriber has made no nomination in favour of a member of his family owing to his having no family at the time but acquired a family thereafter, the fact should be reported to the Account officer forthwith.

NOTE 3.— The subscriber is requested to satisfy himself as to the correctness of the statement and to bring errors, if any to the notice of the Account Officer within month (s) from the date of its receipt.

Signature
 Designation : Assistant Accounts Officer,
 Date

TO BE RETURNED TO THE ACCOUNTANT GENERAL,.....

I hereby acknowledge the receipt of the Annual Statement of my PROVIDENT Fund Account for the year 19.....19.....
and/but do not accept the balance shown therein as correct for the reasons given overleaf.

Name.....)
Designation.....)
(with fund Account No.....)

FOR USE IN THE AUDIT OFFICE

Noted in the ledger card,

Auditor.

Sup.intendent.

[No. M21(2)/52].

A. P. VEERA RAGHAVAN,
Under Secretary.

New Delhi, the 3rd May 1954

S.R.O. 1533.—In pursuance of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (IX of 1948), the Central Government hereby directs that the following further amendments shall be made in the Calcutta Dock Workers (Regulation of Employment) Scheme, 1951, the same having been previously published as required by the said sub-section namely:—

Amendments

In paragraph (b) of sub-section (1) of clause 10 of the said Scheme—

- (i) in the first proviso for the words “as may be prescribed by the Board”, the words “as may be considered to be adequate in the opinion of the Board exercising its discretion in the particular case, or any standards, if any, prescribed by it in writing” shall be substituted;
- (ii) in the second proviso, for the words “prescribed conditions”, the words “the adequate or prescribed requirements” shall be substituted.

[No. Fac.74(15)]

P. M. SUNDARAM, Dy. Secy.